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Vendor Name	Ref Doc	Award Date Ct	Validity Per. Start	Validity Period End	G/L Acct Long Text	Delivery Date	Original Value	Total PO Amount
CENTRE OF EXCELLENCE FOR	4500123599	2015-04-02	2015-04-02	2015-08-28	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-04-01	$14,944.25	$14,944.25
TBP & ASSOCIATES INC.	1908158060	2015-04-20	2015-04-20	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-04-17	$24,860.00	$24,860.00
IBM CANADA LTD	1935857995	2015-04-22	2015-04-22	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-04-15	$24,860.00	$24,860.00
GSI INTERNATIONAL CONSULTING G	1929458193	2015-05-04	2015-05-04	2015-06-30	EDP CONSULTANTS	2015-04-28	$24,679.20	$24,679.20
CCI LEADERSHIP INSTITUTE	4500124324	2015-05-12	2015-05-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-05-08	$24,973.00	$24,973.00
CONVERSART CONSULTING LTD.	1920458579	2015-07-02	2015-07-02	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-12-31	$24,408.00	$24,408.00
COACHING ALLIANCES	1937158338	2015-07-06	2015-07-06	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-06-13	$5,650.00	$5,650.00
JHG CONSULTING NETWORK INC	1913858545	2015-07-06	2015-07-06	2015-10-07	EVALUATION SERVICES	2015-07-06	$24,860.00	$24,860.00
HALIFAX GROUP, THE	1928558714	2015-07-22	2015-07-22	2015-09-30	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-09-30	$16,526.25	$16,526.25
JHG CONSULTING NETWORK INC	1913858715	2015-07-23	2015-07-23	2016-01-31	EVALUATION SERVICES	2016-01-31	$24,860.00	$24,860.00
n12 Consulting Corp.	1940258855	2015-08-07	2015-08-07	2015-12-31	EDP CONSULTANTS	2015-12-31	$24,238.50	$24,238.50
NCR ASSOCIATES	1914758720	2015-08-21	2015-08-21	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-07-27	$22,571.75	$22,571.75
ALTIS HR	1927858963	2015-08-31	2015-08-31	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-08-31	$24,636.83	$24,636.83
EXCELLENCE RHR CONSULTATION IN	1914758725	2015-09-04	2015-09-04	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-07-27	$21,696.00	$21,696.00
CACHE CONSULTING CORPO.	1939959386	2015-11-04	2015-11-04	2016-03-31	EDP CONSULTANTS	2015-10-23	$24,992.78	$24,992.78
PLEIAD CANADA INC.	1902459344	2015-11-06	2015-11-06	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-11-06	$14,940.98	$14,940.98
PETER CAMERON AND ASSOCIATES I	1902459374	2015-11-16	2015-11-17	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-11-17	$11,300.00	$11,300.00
MAXSYS	1929459319	2015-11-25	2015-11-25	2016-09-30	EDP CONSULTANTS	2015-11-20	$11,300.00	$16,950.00
AIM GROUP INC, THE	1927959565	2015-12-07	2015-12-07	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2016-01-29	$24,860.00	$24,860.00
DENNERY RESOURCES	1927059696	2015-12-18	2015-12-18	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2015-12-18	$19,436.00	$19,436.00
PROTAK CONSULTING GROUP INC	1929469621	2016-01-11	2016-01-11	2016-03-31	EDP CONSULTANTS	2015-12-15	$24,814.80	$24,814.80
SYSTEMSCOPE INC.	4500126833	2016-01-11	2016-01-11	2016-05-31	EDP CONSULTANTS	2015-12-23	$24,973.00	$24,973.00
I4C CONSULTING INC.	1940269523	2016-01-15	2016-01-15	2016-03-31	EDP CONSULTANTS	2016-01-15	$38,808.72	$38,808.72
LANSDOWNE TECHNOLOGIES INC.	1904669955	2016-01-28	2016-01-28	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2016-02-02	$3,390.00	$3,390.00
BEYOND TECHNOLOGIES CONSULTING	1939969943	2016-02-02	2016-02-02	2016-03-31	EDP CONSULTANTS	2016-03-31	$24,012.50	$24,012.50
DENNERY RESOURCES	1914760101	2016-02-12	2016-02-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2016-02-11	$9,986.38	$9,986.38
ARTEMP PERSONNEL	1928068439	2016-02-17	2016-02-17	2016-09-30	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2016-04-01	$23,363.88	$23,363.88
PROTAK CONSULTING GROUP INC	1929460112	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	$24,408.00	$24,408.00
ORANGUTECH INC.	1929460113	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	$24,950.40	$24,950.40
SAMSON & ASSOCIÉS	1921960306	2016-03-03	2016-03-03	2016-04-30	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2016-03-31	$19,888.00	$19,888.00
FAST TRACK STAFFING INC.	1929460342	2016-03-09	2016-03-09	2016-07-31	EDP CONSULTANTS	2016-03-07	$19,012.25	$19,012.25
THE RIGHT DOOR	1921960410	2016-03-17	2016-03-17	2016-05-13	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2016-03-31	$24,747.00	$24,747.00
QMR STAFFING SOLUTIONS	1928560428	2016-03-30	2016-03-30	2016-06-30	OTHER PROFESSIONAL SERVICES - UNDER $100,000/YEAR	2016-03-15	$21,470.00	$21,470.00

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Validity Date - Période Valide

From/De: 04/02/2015 To/À: 08/28/2015

			Value of contract - Valeur du contrat	Tax Amount - Montant de la taxe	Total
			13,225.00 CAD	1,719.25 CAD	14,944.25 CAD

Issuing Office Address - Adresse du bureau d'origine

RESEARCH AND STATISTICS DIVISION
DEPARTMENT OF JUSTICE CANADA
ATT: LOUISE FREITAS 613-957-9632
284 WELLINGTON, EMB-6072
OTTAWA ON K1A 0H8

Contractor's name and address - Nom et adresse de l'entrepreneur

CENTRE OF EXCELLENCE FOR
PS MARKETING
300-205 CATHERINE ST
OTTAWA ON K2P 1C3
CANADA

Financial codes - Codes financiers

70024 - 15 - - 3750

Vendor - Fournisseur

141827

Contact Name - Personne-ressource	Tel. No - N° de tél.	Contact Name - Personne-ressource	Tel. No - N° de tél.
Desbois, Sylvain	613-960-4881		

Description - Description

Social media monitoring

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: **Ontario**
Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

ALYSON MACLEAN — Signature

AM FILE — Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

Beverly Charette — Signature

02 Apr 2015 — Date

Contracting Authority - Autorité contractuelle: Beverly Charette - Director CMMD

Telephone - Téléphone:

Address - Adresse:

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

[redacted] — Signature

April 6, 2015 — Date

[redacted]

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GENERAL CONDITIONS	CONDITIONS GÉNÉRALES
The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained. The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html	Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites; sous réserve des autres conditions contenues dans la présente. Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html

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PART 6 : RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.2.1 General Conditions
2010B (2014-11-27), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3 Security Requirements
6.3.1 There is no security requirement applicable to this Contract.

6.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Project lead:
Project support:

6.5 Term of Contract
6.5.1 Period of the Contract

The period of the Contract is from award date to August 28, 2015 inclusive.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 4 months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

6.6 Authorities

6.6.1 Contracting Authority
The Contracting Authority for the Contract is:

Sylvain Desbois

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Contracts Management Officer
284 Wellington Street - EMB1233
Ottawa, Ontario K1A 0H8

Telephone : 613-960-4881
E-mail : sylvain.desbois@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.6.2 Project Authority

Mylène Lambert
Researcher
Research and Statistics Division
284 Wellington Street - EMB 6073
Ottawa, Ontario
K1A 0H8

Telephone : 613-957-7410
E-mail : mylene.lambert@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6.3 Contractor's Representative

[redacted] - Managing Partner
Centre of Excellence for Public Sector Marketing (CEPSM)
300-205 Catherine Street
Ottawa, ON
Telephone: [redacted]
E-mail address: [redacted]@cepsm.ca

6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.8 Payment
6.8.1 Basis of Payment : Firm lot price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex B - Basis of Payment, for a cost of $13,225.00. Customs duties are included, and Applicable Taxes are extra, if applicable.

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Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.9 Method of Payment

6.9.1 Milestone Payments

For the work as described in Annex A - Statement of Work, Canada will make milestone payments in accordance with the Schedule of Milestones outlined in Annex B and the payment provisions of the Contract if:

a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b. all the certificates have been signed by the respective authorized representatives;
c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.9.2 Payment by Direct Deposit

Payments by direct deposit will be subject to article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract.
To complete a direct deposit registration, the Contractor must complete and submit the Recipient Electronic Payment Registration Request Form from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract will not apply, until the Contractor corrects the matter.

6.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any

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credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

6.11 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.12 Invoicing Instructions

6.12.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Each claim must be supported by the following, where applicable:
a) a copy of time sheets to support the time claimed;
b) a copy of the release document and any other documents as specified in the Contract;
c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
d) a copy of the monthly progress report.

6.12.2 Claims must be distributed as follows:
a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.16 Priority of Documents

The order of documents shown below reflects current Policy and Legal advice. The Contracting Authority must amend the list to reflect the applicable documents and list the annexes in order of priority, as applicable. When more than one supplemental general conditions apply to the requirement, the Contracting Authority must identify the supplemental general conditions in ascending

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numerical sequence based on the identification number.
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
(a) the Articles of Agreement;
(b) the general conditions 2010 (2014-11-27)
(d) Annex A, Statement of Work ;
(e) Annex B, Basis of Payment
(f) Supply Arrangement Number E60ZT-120001/531/ZT and
(g) the Contractor's bid dated March 9, 2015

6.17 Basis for Canada's Ownership of Intellectual Property
The Department of Justice has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the bidder has declared in writing that he is not interested in owning the Intellectual Property Rights in Foreground Information;

6.18 Translation of Documentation
The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.19 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.20 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractnr for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Wnrk to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The

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Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.21 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.
In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

6.22 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.23 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

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(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A: STATEMENT OF WORK

1. TITLE

Social media monitoring: Dissatisfaction with the justice system

2. OBJECTIVE

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and exploration.

3. BACKGROUND STATEMENT

Over the last few years, Justice Canada has had an active presence on social media. Among other things, Justice Canada uses these platforms to share reports, announce funding and new legislation, post photos of events and comment on news reports. These "digital activities" can also be used to inform the public, provide the Justice department's orientation, seek the public's reaction, stimulate dialogue, and prompt individual's points of view on different issues.

In all of these messages and conversations, there could be implicit disapproval, dissatisfaction or praise and approval. The points of dissatisfaction and disapproval are especially important because they could be areas the Government of Canada could review to explore the concerns of Canadians.

Even without formal digital activity from the department, Justice Canada finds lot of "conversations" and reaction on social media related to people starting discussions and showing frustration regarding the justice system in their personal lives (ex. spouse not paying child support and "government not doing anything about it #.", for example). The conversations could also be related to justice system cuts, to government litigation, etc.

Sometimes, the conversations or expressions of frustration lead to other topics or become linked to other systems such as health, education, parenting, public legal information, etc. For example, someone can complain about graffiti and the fact that "nobody is there to punish those kids#." In this instance, a multidimensional assessment of the graffiti problem may actually be a product of poor parenting, limited social support and poor social cohesion. This more nuanced conversation that involves multiple related issues will be explored in this project.
Research and Statistics Branch.

4 REQUIREMENT DESCRIPTION

4.1 SCOPE

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and

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Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500123599	

exploration.

Research questions:

Over the last 90 days (historical data is limited to 90 days):

1. What are the key issues/themes/topics and communities of dissatisfaction prevalent on social media in relation to the justice system in Canada?
2. Who are the key influencers/commentators within communities of dissatisfaction?
3. What are the key concerns of communities of dissatisfaction?
4. What additional issues/topics are discussed within communities of dissatisfaction?
5. What other communities do these communities of dissatisfaction associate with (e.g. health, education, parenting, etc#)?
6. What is the conversation volume?
7. What are the trending links, photos, videos, and hashtags?

4.2 TASK / DETAILED SERVICES

1. Hold project launch meeting

2. Develop project work plan and schedule of activities, tasks and timelines (CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.)

3. Research and review provided internal documents (In order to attain a comprehensive understanding of the context surrounding this Justice Canada initiative, CEPSM will review any critical documents and policies that are relevant to the project and within scope)

4. Conduct a Social Media Presence Audit
A social media presence audit allows an organization to gather actionable evidence-based insights and business intelligence through the strategic monitoring and network analysis of public social media content. CEPSM will begin by working collaboratively with Justice Canada to create focused keyword groups (maximum 5) based on the topics that are most pertinent to Justice Canada and best address the research questions provided in the Statement of Work.

This stage also involves creating source filters, adjusting skewed data and testing the integrity of initial results before performing deeper analysis. CEPSM will thoroughly sift through and clean the resulting datasets for each keyword group. Using the tools to which they subscribe, CEPSM will go back in time (90 days) to provide "snapshot data" over a specific time-period, ensuring that results are not skewed by a single event.

Additionally, various geo-filtering tools and techniques will be used to ensure the dataset is comprised of primarily Canadian results (unless requested otherwise). For each keyword group CEPSM will include actionable insights surrounding: Key Influencers, network visualization (using exported raw datasets), seasonality patterns, conversation volume, trending links, photos, videos, key hashtags, sentiment analysis, etc.

All of the information gathered will be thoroughly analyzed by CEPSM data analysts to gain a better understanding of context and relevancy in relation to the research goals and strategic priorities of Justice Canada. Once complete, CEPSM will develop a comprehensive visual report in PPTX format to summarize its findings.

4.3 DELIVERABLES AND ACCEPTANCE CRITERIA

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Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'offre à commande
4500123599	

DELIVERABLE 1 : PROJECT MEETING
CEPSM will meet with the Project Authority as well as key project stakeholders to gain a better understanding of the organization, desired project outcomes and the action items associated with the delivery of all tasks and deliverables. Part of this meeting would also include initial brainstorming of keyword group suggestions.
Due date: Week of April 6, 2105

DELIVERABLE 2 : WORKPLAN
-CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.
Due date: Week of April 13, 2015

DELIVERABLE 3 : RESEARCH AND REVIEW
-In order to attain a comprehensive understanding of the context surrounding Justice Canada initiative, CEPSM will review any Justice documents and policies that are relevant to the project and within scope.
Due date: Week of April 13, 2015

DELIVERABLE 4 : SOCIAL MEDIA AUDIT (DRAFT)
-Conduct a Social Media Presence Audit (Draft)
Due date: Week of April 30, 2015

DELIVERABLE 5: SOCIAL MEDIA AUDIT (FINAL)
-Conduct a Social Media Presence Audit (Final)
Due date: Week of May 14,2015

DELIVERABLE 6: SENIOR MANAGEMENT PRESENTATION
-CEPSM will perform final revisions and deliver a condensed summary presentation of the Social Media Presence Audit geared specifically to the needs and interests of Senior Management.
Due date: Before August 28, 2015

All draft deliverables will be provided to the Project Authority in Word format and Power Point format through email. The final version will also be provided in PDF version. The Project Authority will have one week comment on the Social media presence audit draft.

5. Support Provided by Canada

The Project Authority will provide any relevant public documents that Justice Canada has on hand.

ANNEX B: BASIS OF PAYMENT

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Deliverable 1-2-3:
Firm Amount : $1,725.00

Deliverable 4-5:
Firm Amount : $9,975.00

Deliverable 6:
Firm Amount : $1,725.00

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☒ Contrat
Amendment ☐ Modification

Accounting Office Code / Code du bureau comptable: 19081

Requisition No. - Demande: Ord. Off - Bur. deman. 19081 | Yr. - An. 15 | Ser. No - N° de série 8060

Page 1 of / de 13

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Destination
CONTRACTS & MATERIEL MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: DENISE LALONDE (613-948-2525)
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

Direct inquiries to: / Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinente compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable sera en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box
1908158060

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et sous les bordereaux d'accompagnement.

Amendment No.-No. de la modification | Previous Value - Valeur précédente

Inc./Decr. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

CONTRACTS & MATERIEL MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: DENISE LALONDE (613-948-2525)
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/352/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/352/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vol. Limit Taxe/Vol. limite	GST% %TPS	GST Total Total TPS	Total
	CONTRACT SPECIFICATIDNS 1. SECURITY REQUIREMENT The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract: 1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works								

Solicitation Closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

TBP & ASSOCIATES INC.
19 CHATHAM GDNS
NEPEAN ON K2J 3M3
CANADA

Phone: 613-762-4652

Vendor No.- No du Fournisseur: 142451
Fax No.- No. de Télécopie: 613-023-0456

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the Attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toutes annexes aux présentes, au au aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

2015-04-17
Date

613 762 4652
Telephone No. - N° de téléphone

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/subscribes to this contract.
Le fournisseur reconnaît par les présentes en/l a pris connaissance du [redacted]

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAS: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles
PR 1000018060 on file
Signature / Date

Total Estimated Cost
Coût global estimatif
$ 24,860.00

For the Minister - Réservé au Ministre
[redacted]

JUS 9206-11 (07/2008)

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable: 19081

Requisition No. - Demande: Ord. Off - Bur. deman. 19081 | Yr. - An. 15 | Ser. No - N° de série 8060

Destination
CONTRACTS & MATERIEL MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: DENISE LALONDE (613-948-2525)
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

Page 1 of de 13

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

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All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1908158060

Amendment No.-No. de la modification

Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim.

Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

CONTRACTS & MATERIEL MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: DENISE LALONDE (613-948-2525)
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/382/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portent le numéro de série **E60ZT-120001/382/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	CONTRACT SPECIFICATIONS 1. SECURITY REQUIREMENT The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract: 1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

TBP & ASSOCIATES INC.
19 CHATHAM GDNS
NEPEAN ON K2J 3M3
CANADA
Phone: 613-762-4652

Vendor No.- No.du Fournisseur: 142451

Fax No.- No. de Télécopie: 613-823-0456

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature | Date | Telephone No. - N° de téléphone

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 1000018060 on file

Signature | Date

Total Estimated Cost / Coût global estimatif: $ 24,860.00

For the Minister - Réservé au Ministre

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature | Title - Titre

JUS 9200-11 (07/2006)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

and Government Services Canada (PWGSC).

1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.5 The Contractor/Offeror must comply with the provisions of the:
a. Security Requirements Check List, attached at Annex B;
b. Industrial Security Manual (Latest Edition).

2. STATEMENT OF WORK
The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

3. STANDARD CLAUSES AND CONDITIONS
All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions
2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.

3.2 Supplemental General Conditions
4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

4. TERM OF CONTRACT
The Work is to be performed during the period of April 20, 2015 to March 31, 2016.

5. AUTHORITIES

5.1 Contracting Authority
The Contracting Authority for the Contract is:
Kayla Pordonick
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street, EMB 1245
Ottawa ON, K1A 0H8

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s.19(1)
s.20(1)(c)

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

Telephone: 613-946-9012
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority
The Technical Authority for the Contract is:
Beverly Charette
Director of Contracting and Material Management
Department of Justice Canada
284 Wellington Street, EMB 1152
Ottawa ON, K1A 0H8
Telephone: 613-941-7343
Email: Beverly.Charette@justice.gc.ca

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6. PAYMENT

6.1 Basis of Payment - Firm Unit Price
In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below in 6.1.1 Basis of Payment - Professional Fees. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.1.1 Basis of Payment - Professional Fees
Resource:
Per Diem Rate:
Level of Effort: up to a maximum of days

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

6.2 Limitation of Expenditure
6.2.1 Canada's total liability to the Contractor under the Contract must not exceed $22,000.00. Customs duties are included and Applicable Taxes are extra.

6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment
Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b. all such documents have been verified by Canada;
c. the Work delivered has been accepted by Canada.

6.4 Payment by Direct Deposit
Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form that can be

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

obtained from the Department of Justice internet site at: http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14- Payment Period and Article 15 - Interest on Overdue Accounts, set out in General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter.

7. ACCOUNTS AND AUDIT

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at

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any given time, Canada does not lose this right.

8. INVOICING INSTRUCTIONS
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be submitted to:
Denise Lalonde
Administrative Assistant
Department of Justice Canada
284 Wellington Street, EMB 1158
Ottawa ON, K1A 0H8
Telephone: 613-946-4264
Email: Denise.Lalonde@justice.gc.ca

9. NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. CERTIFICATIONS COMPLIANCE
Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. APPLICABLE LAWS
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

12. PRIORITY OF DOCUMENTS

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If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
a. the Articles of Agreement;
b. the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
c. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity);
d. Annex A, Statement of Work;
e. Annex B, Security Requirements Check List;
f. Supply Arrangement Number E60ZT-120001/382/ZT; and
g. the Contractor's bid dated April 14, 2015.

13. TRANSLATION OF DOCUMENTATION
The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. REPLACEMENT OF SPECIFIC INDIVIDUALS

14.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with

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subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

15. OWNERSHIP

15.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

15.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

15.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. LIABILITY
The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES

17.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of

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any kind to anyone in connection with the Work.

17.2 If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

17.3 The Contractor has no obligation regarding claims that were only made because:
(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property

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infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
(c) take back the Work and refund any part of the Contract Price that Canada has already paid.
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A - STATEMENT OF WORK

1 REQUIREMENT

1.1 The Director Contracting and Materiel Management Division (CMMD) requires a Senior Procurement Specialist in support of conducting a review existing contracting services supporting the delivery of Legal Services across the Department of Justice.

2 BACKGROUND

2.1 The Management and the Chief Financial Officer Sector is currently engaged in finding ways to be more efficient and effective in delivering on its core business responsibilities by streamlining processes, introducing best practices, leveraging technology, and pursuing creative solutions to fulfill its mandate.

2.2 As part of the Management and the Chief Financial Officer Sector, CMMD is responsible for the core business responsibilities of procurement, contracting and materiel management services and advice to managers at all levels. CMMD is designated as a Functional Specialist within the Department of Justice.

2.3 CMMD must execute their responsibilities in a timely basis to meet the needs of their respective client organizations and stakeholders in the delivery of legal services. As Functional Specialist, CMMD is working to review all Department of Justice internal contracting processes to ensure we are delivering the most efficient and effective client service.

3 OBJECTIVE

3.1 The objective of this requirement is for senior procurement specialist services to support the Contracting and Materiel Management Division review of contracting processes.

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4 CONSTRAINTS

4.1 There will be a requirement for the Contractor to access information available exclusively at Canada's facilities located in the National Capital Region (NCR).

4.2 All reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and will be used solely in support of this requirement. The Contractor shall be required to safeguard the preceding information and materials from unauthorized use and shall not release them to any third party, person or agency external to the Department of Justice without the express written permission of the Technical Authority (TA). Such information and material shall be returned to the TA upon completion of the services or when requested by the TA.

4.3 Any resultant contracting process must be in accordance with all Government of Canada Laws and Regulations, as well as all Treasury Board of Canada Policies and Directives.

5 SCOPE

5.1 The work associated with this contract includes the following:

5.1.1 Reviewing existing Department of Justice contracting processes currently in place commencing with Expert Witness process ;

5.1.2 Identifying and proposing solutions to enhance existing contracting processes, including identification of pros, cons, and risk areas of each;

5.1.3 Supporting the Expert Witness Working Group co-chaired by CMMD;

5.1.4 Review existing templates identifying opportunities for streamlining, recommending areas for elimination, etc;

5.1.5 Support the development of a Contracting SharePoint site for CMMD;

5.1.6 Review existing CMMD training packages and make recommendations for updating to support new processes, or to enhance functional specialist role;

5.1.7 Preparing briefings/presentations for senior management meetings and approval;

5.1.8 Attending meetings and briefings;

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5.1.9 Leading or participating in developing contracting process maps and roles and responsibilities tables for Department of Justice OPIs involved in the contracting process;

5.1.10 Preparation of lesson learned reports supporting the review; and

5.1.11 Other work as identified by the Technical Authority.

6 DELIVERABLES

6.1 The Contractor will be required to deliver the following:

6.1.1 Briefings/presentations/documentation in support of existing and revised contracting processes;

6.1.2 Existing/revised process maps in supporting of contracting processes;

6.1.3 Roles and Responsibilities chart supporting contracting processes; and

6.1.4 Updated training packages as required.

6.2 Deliverable due dates will be agreed upon between the Technical Authority and the Contractor.

7 WORK LOCATION

7.1 Completion of some tasks will require the Contractor's resources to be present at Department of Justice facilities in various locations in the National Capital Region. All other work will be performed at the Contractor's facility using the Contractor's resources.

8 TRAVEL

8.1 Travel is not anticipated. Should this change and it be necessary to travel, the Technical Authority must authorize the travel in advance and the Department of Justice will reimburse the costs according to Treasury Board travel policies. Any local travel within the National Capital Region (NCR) and the surrounding area is the responsibility of the Contractor and the Contractor shall be responsible for all associated expenses.

9 MEETINGS

9.1 The Contractor, upon request from the Technical Authority, will be required to attend meetings at Department of Justice facilities in the NCR.

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	10 Applicable Documents 10.1 The work must be done in accordance with the following documents: 10.1.1 Government of Canada Laws/Regulations in support of contracting (on-line) 10.1.2 Treasury Board of Canada Policies and Directives in support of contracting (on-line) 10.1.3 Department of Justice internal policies and directives (to be provided) 10.2 The Technical Authority may provide other relevant documents as required during the course of the Contract. 11 Language Requirements 11.1 All deliverables must be completed in the English language. ANNEX B - SECURITY REQUIREMENTS CHECK LIST Please see attached for a copy of Common PS SRCL #6.								
00010	Contracting Process Review - [redacted]	2015.04.20	2016.03.31	19081	[redacted]	[redacted]	13%	2,860.00	24,860.00
	Financial Codes / Codage financier: 0130-20060-15--3750 -4170 — Amount / Montant: 22,000.00 The currency of this P.O. is - La devise de ce bon est : CAD								

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Oad

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this
Les clauses 1 et 2 ci-dessous font partie du document de

Request for proposal ☐ Demande de propositions
Contract ☒ Contrat
Amendment ☐ Modification

Accounting Office Code / Code du bureau comptable: 19358

Requisition No. - Demande: Old Ctl - Par. deman 19358 | Yr - An 15 | Ser No - N° de série 7995

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Inspection Agency - Charge de l'inspection

Consignee at destination unless specified herein / Destinataire au point de destination sauf si indiqué ci-dans

Direct inquiries to: / Adresser toutes demandes de renseignements à
BEAUVAIS-LEFORT, M
613-952-2243

Destination
ABORIGINAL AFFAIRS PORTFOLIO
DEPARTMENT OF JUSTICE CANADA
ATT: JENNIFER VOZ (613-946-7483)
100 METCALFE ST 6TH FLOOR
OTTAWA ON K1P 5M1
CANADA

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST to arise as applicable is the last prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein, municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise payables compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable sera prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement

1935857995

Amendment No. - No de la modification | Previous Value - Valeur précédente

Inc./Decr. - Aug./Dim. | Revised Value - Montant Revisé

Invoices - Original and two copies are to be sent to: / Factures - Remettre l'original et deux copies à :

ABORIGINAL AFFAIRS PORTFOLIO
DEPARTMENT OF JUSTICE CANADA
ATT: JENNIFER VOZ (613-946-7483)
100 METCALFE ST 6TH FLOOR
OTTAWA ON K1P 5M1
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer
2. The terms and Conditions set out in SSC Supply Arrangement Serial No **E60ZT-120001/208/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/208/ZT** sont incorporées dans les présentes

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Amt. Limit Taux/Mt limite	GST% %TPS	GST Total Total TPS	Total
	Resulting Contract Clauses E602T-120001/208/ZT 1. Security Requirement SECURITY REQUIREMENT FOR CANADIAN SUPPLIER PWGSC FILE # COMMON-PS-SRCL#22 1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET,								

Solicitation closes - L'invitation à soumissionner prend fin à / At - À 00:00 EDT

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

IBM CANADA LTD
1610-340 ALBERT ST
OTTAWA ON K1R 7Y6
CANADA

Phone:

Vendor No. - No du fournisseur: 133921

P.S.I. No. - No de l'entente

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the prices/rates herein, the services and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens au services, ou les deux, énumérés dans les présentes et dans toutes annexes aux présentes, au au aux prix indiqués. Les réponses à une demande de propositions présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X [redacted] Date April 22, 2015

Your offer is accepted on the terms specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes

You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée

X [redacted]

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Number / Numéro: HA 10000017895 on file Date

Total Estimated Cost / Coût global estimatif: $ 24,860.00

For the Minister / Pour le Ministre

X [redacted]

JUS 9500-11 (07/2004)

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande		
	Ord. Off - Bur. deman.	Yr. - An.	Ser. No. - N° de série
19358	19358	15	7995

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Inspection Agency - Chargé de l'inspection

Destination

ABORIGINAL AFFAIRS PORTFOLIO
DEPARTMENT OF JUSTICE CANADA
ATT: JENNIFER VOZ (613-946-7483)
100 METCALFE ST 6TH FLOOR
OTTAWA ON K1P 5M1
CANADA

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accisa pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1935857995

Amendment No. -No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

ABORIGINAL AFFAIRS PORTFOLIO
DEPARTMENT OF JUSTICE CANADA
ATT: JENNIFER VOZ (613-946-7483)
100 METCALFE ST 6TH FLOOR
OTTAWA ON K1P 5M1
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/208/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre la fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/208/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/208/ZT 1. Security Requirement SECURITY REQUIREMENT FOR CANADIAN SUPPLIER PWGSC FILE # COMMON-PS-SRCL#22 1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET,								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

IBM CANADA LTD
1610-340 ALBERT ST
OTTAWA ON K1R 7Y6
CANADA

Phone:

Vendor No.- No.du Fournisseur: 133921

Fax No.- No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X
Signature | Date | Telephone No. - N° de téléphone

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 10000 17995 on file
Signature | Date

Total Estimated Cost / Coût global estimatif: $ 24,860.00

For the Minister / Réservé au Ministre

X [signature]

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

X
Signature | Title - Titre

JUS 9200-11 (07/2006)

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	with approved Document safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by the CISD, PWGSC. 1.3 Processing of PROTECTED/CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer/Supply Arrangement. 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 1.5 The Contractor must comply with the provisions of the: a) Security Requirements Check List, attached at Annex B; b) Industrial Security Manual (Latest Edition). 2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work. 3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 4.General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. 5. Term of Contract 5.1 Period of the Contract The Work is to be performed during the period of April 22, 2015 to March 31, 2016. 6. Authorities 6.1 Contracting Authority								

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Diana Kwan
Special Advisor to the ADAG
Department of Justice Canada
100 Metcalfe Street, 6th Floor
Ottawa, Ontario K1A 0H8
Telephone: 613-946-6642
E-mail address: Diana.kwan@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
IBM Global Business Services
3755 Riverside Drive
Ottawa ON K1G 4K9
Telephone: [redacted]
Email: [redacted]@ca.ibm.com

7. Payment

7.1 Basis of Payment - Firm Unit Price
In consideration of the Contractor satisfactorily completing all

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s.19(1)
s.20(1)(c)

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Supply Arrangement Solicitation/Contract
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of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.1.1 Basis of Payment - Professional Fees
Resource: [redacted]
Per Diem Rate: [redacted]
Level of Effort: up to a maximum of [redacted] days

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed $22,000.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's

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liability.

7.3 Method of Payment - Single Payment
Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b. all such documents have been verified by Canada;
c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of

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negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification
Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8.Invoicing Instructions
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:
a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to

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government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/208/ZT
e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property
The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation
The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada

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agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the

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Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:
(a) Canada modified the Work or part of the Work without the

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Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
(c) take back the Work and refund any part of the Contract Price that Canada has already paid.
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A - STATEMENT OF WORK

1. Tile: Lean Management Process Advice

2. OBJECTIVE
The Aboriginal Affairs Portfolio has a requirement for lean

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	management process advice on the implementation of a litigation management model and governance and on the implementation of a Centre of Expertise advisory model and governance. 3. Background As part of DOJ's legal services review (LSR) commitments, the Aboriginal Affairs Portfolio proposed consolidation of its litigation services as between DOJ and AANDC and consolidation of dispersed advisory services within DOJ. These proposals were the result of identifying the significant risks that Aboriginal law poses to Government operations across an increasingly wide range of policy and program areas and that many departments are now involved in Aboriginal legal matters and / or litigation. The delivery of Aboriginal legal services presented opportunities for consolidation and rationalization. The implementation of the Legal Services Review will take place over three fiscal years, from 2014-15 to 2016-17. The lean services methodology is to be used in designing and implementing these simplified processes. As a first phase of this work, the management of Aboriginal litigation was examined. The roles and responsibilities as between DOJ and AANDC were reviewed. Recommendations that respected the integrity of the respective mandates for the Attorney General of Canada and for the Minister of AANDC were made in support of the efficient conduct of Aboriginal litigation. The goal was to eliminate duplication where it exists, address bottlenecks in decision-making that could lead to delays or loopbacks, and ensuring that the optimal level of effort be expended at each step of the litigation process, depending on the relative importance of the case, with a view to achieving a more appropriate level of overhead to operations in both departments. We are now in the process of developing both a litigation management model and an advisory services model that will implement our commitments under LSR. Both of these models need to be measured against lean process standards. 4 Scope: The third party consultant / expert will advise on: The third party consultant / expert may review existing research that has been done in previous years on the management of Aboriginal litigation and delivery of advisory services, copies of which will be provided to him by the Aboriginal Affairs Portfolio. The existing research will be provided in a binder. The third party consultant / expert will also be provided copies of: o Current organizational charts, and o A jointly produced chart on roles and responsibilities.								

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	The advice provided by the third party consultant / expert will support the goals of efficiency and effectiveness that underpin the horizontal review process. 5. Tasks: Task 1: Review background materials Task 2: Meet with stakeholders as required to provide advice on Lean management methodologies Task 3: Provide progress reports to the project authority 6. Deliverables: Advice provided to the stakeholders on lean business process approaches. ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL) Please see the attached.								
00010	Lean Management Process Advice	2015.04.22	2016.03.31	19358			13%	2,860.00	24,860.00
	Financial Codes / Codage financier: 0130-41000-15--3750 -3120 — Amount / Montant: 22,000.00 The currency of this P.O. is - La devise de ce bon est : CAD								

Requisition No. - Demande
Ord. Off - Bur. deman. 19358 | Yr. - An. 15 | Ser. No - N° de série 7995

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Oted

PORBONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of the: Les clauses 1 et 2 ci-dessous font partie du/de la/de l'

Request for proposal	☐	Demande de propositions
Contract	☒	Contrat
Amendment	☐	Modification

Contracting Office Code / Code du bureau contractant: 19294

Requisition No. - Demande no: Ord. Ctr - Bur. donneur: 19294 | Yr - An: 15 | Ser. No - N° de série: 9193

Page: 1 of / de 12

Destination:
DW-DIR *PROJECT SERVICES*
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

Inspection Agency - Charge de l'inspection

Destination of goods and services / Destination des biens et services

Destination of goods and services / Destination des biens et services

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from the prices. GST is applicable on the GST amount. Prices include packing, packaging and any F.O.B. (including all delivery charges) destination(s) specified herein, unless these are not applicable, for prices in this Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise canadienne applicables. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix indiqués. La TPS applicable sera payée en sus. La TPS est calculée au montant indiqué. Les prix comprennent l'emballage, les frais d'expédition et tous les frais de livraison à destination spécifiés dans les présentes, à moins que ceux-ci ne soient pas applicables, pour les prix de cet arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must indicate the number indicated in this box:

Toutes factures, connaissements et bordereaux d'emballage doivent porter le numéro indiqué dans la présente case:

1929458193

Amendment No. No de la modification | Previous Value - Valeur précédente

Amt/Mont - Aug/Dim. | Revised Value - Montant révisé

Invoices - Factures and bid copies are to be sent to: Factures - Relevés et exemplaires de soumissions à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

1 The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "ministre" désigne le ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2 The terms and Conditions set out in SRC Supply Arrangement Serial No. E60ZT-120001/126ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'arrangement en matière d'approvisionnement d'SRC, intervenu entre le fournisseur et la Couronne, représentée par le ministre de Travaux publics et Services gouvernementaux Canada, et portant le numéro de série E60ZT-120001/126ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D	To - À Y-A M-D	Consignee Code Code consignataire	No. of Days Nº de jours	Firm / All Unit Ferme/Tout. Unité	GST % TPS	GST Total Total TPS	Total
	CONTRACT SPECIFICATIONS 1. SECURITY REQUIREMENT The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract: 1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD),								

Solicitation closes - L'invitation à soumissionner prend fin à
At - À 02:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

GSI INTERNATIONAL CONSULTING GROUP
173 DALHOUSIE ST
OTTAWA ON K1N 7C7
CANADA
Phone: 613-562-9943-212

Vendor No. - Numéro Fournisseur: 135234
Fax No. - No. de Télécopie: 613-241-6742

The Vendor offers and agrees to fulfil and supply to the Minister, upon the terms and conditions set out herein, including the attached pages, the supplies and services listed herein and on any attached sheets at the prices and rates set out therefor.

Le fournisseur offre et accepte de fournir au ministre, aux conditions énoncées dans les présentes, y compris les pages ci-jointes, les fournitures et services énumérés dans les présentes et sur les feuilles ci-jointes, aux prix et aux tarifs indiqués.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre du fournisseur autorisé à signer (caractères d'imprimerie)

GSI Group Int'l,

Signature: 1 MAY 2015 | Date | 613 562 9943 | Telephone No. - N° de téléphone

Your offer is accepted by the Minister as follows:
Votre offre est acceptée par le ministre comme suit:

You are requested to supply the services listed herein and on any attached sheets at the prices set out therefor.
Vous êtes requis de fournir les services énumérés dans les présentes et sur les feuilles ci-jointes, aux prix indiqués.

Sign the signed copy for mail.
Faire signer la copie signée pour envoi.

For the Minister - Pour le ministre

Name, title and signature - Nom, titre et signature

Time Zone - Fuseau horaire

Destination

Shipments will only be accepted between and during the following days and hours (if left blank, all days and hours are acceptable)
Les livraisons ne seront acceptées qu'entre et durant les jours et heures suivants (si aucune mention, les livraisons sont acceptées tous les jours et à toute heure)

PR 1000018193 on file

Signature | Date

Total Estimated Cost - Coût estimatif total: $ 24,679.28

For the Minister - Pour le ministre

GSI Int'l

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days/ Nº de jours	Pass Amt. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Public Works and Government Services Canada (PWGSC). 1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC. 1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction. 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 1.5 The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List, attached at Annex B; b. Industrial Security Manual (Latest Edition). 2. STATEMENT OF WORK The Contractor must perform the Work in accordance with the Statement of Work at Annex A. 3. STANDARD CLAUSES AND CONDITIONS All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 3.1 General Conditions 2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract. 4. TERM OF CONTRACT The Work is to be performed during the period of May 4, 2015 to June 30, 2015. 5. AUTHORITIES 5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, K1A 0H8 Telephone: 613-946-9012 Email: Kayla.Pordonick@justice.gc.ca								

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Supply Arrangement Solicitation/Contract
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	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 5.2 Technical Authority The Technical Authority for the Contract is: Joshua Lacroix Systems Support Analyst Department of Justice Canada 275 Sparks Street, SAT 11072 Ottawa ON, K1A 0H8 Telephone: 613-668-6589 Email: Joshua.Lacroix@justice.gc.ca The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 6. PAYMENT 6.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below in 6.1.1 Basis of Payment - Professional Fees. Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. 6.1.1 Basis of Payment - Professional Fees Category/Level: 1.3 ERP Programmer Analyst - Level 3 (Senior) Resource: [redacted] Per Diem Rate: [redacted] Level of Effort: up to a maximum of [redacted] days For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a								

JUS 5085-11 (2012/04)

Requisition No. - Demande
Cont. Off - Sur. dossier: 19294 | Yr. - An.: 15 | Srv. No - N° de série: 8193

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	day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked. 6.2 Limitation of Expenditure 6.2.1 Canada's total liability to the Contractor under the Contract must not exceed $21,840.00. Customs duties are included and Applicable Taxes are extra. 6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. 6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 6.3 Method of Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. 6.4 Payment by Direct Deposit Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form that can be obtained from the Department of Justice internet site at: http://www.justice.gc.ca/eng/contact/enrol-inscri.html.								

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	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14- Payment Period and Article 15 - Interest on Overdue Accounts, set out in General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter. 7. ACCOUNTS AND AUDIT 7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. 7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract. 7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.								

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	8. INVOICING INSTRUCTIONS The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices must be submitted to: Catherine Charbonneau Project Support Officer Department of Justice Canada 275 Sparks Street, SAT 11074 Ottawa ON, K1A 0H8 Telephone: 613-941-2595 Email invoices to: admin.services-isb@justice.gc.ca 9. NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES 9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure. 9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises. 10. CERTIFICATIONS COMPLIANCE Compliance with the certifications and related documentstion provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certificetion, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default. 11. APPLICABLE LAWS The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. 12. PRIORITY OF DOCUMENTS If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first								

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	appears on the list has priority over the wording of any document that subsequently appears on the list. a. the Articles of Agreement; b. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity); c. Annex A, Statement of Work; d. Annex B, Security Requirements Check List; and e. Supply Arrangement Number E60ZT-120001/138/ZT. 13. TRANSLATION OF DOCUMENTATION The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation. 14. REPLACEMENT OF SPECIFIC INDIVIDUALS 14.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. 14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract 15. OWNERSHIP								

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	15.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 15.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 15.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require. 16. LIABILITY The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract. 17. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES 17.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 17.2 If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,								

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	according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing. 17.3 The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. 17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of								

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	these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so. ANNEX A - STATEMENT OF WORK 1. TITLE Department of Justice (Justice) - Level 3 ERP Programmer Analyst - Senior ABAPer 2. OBJECTIVE Justice is seeking a Level 3 ERP Programmer Analyst who is required to scope, plan, design, write, implement and maintain Advanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP Application. The objective of the contract is to secure an experienced consultant that is fully versed in the use of ABAP programming in an IFMS/SAP environment in order to successfully execute the project objectives and/or operational requirements. The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IFMS teams, as well as other technical teams implicated in system integration between Justice applications and SAP solutions, as required. 3. BACKGROUND Justice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clarify processes, establish standards and become more efficient throughout the Department. The Department of Justice has only one resource that can support the SAP product in the development area. On Friday, April 27, 2015 this resource notified the department that ha would be on leave effective immediately and is estimated to return on May 29, 2015. Currently there is no one in the department who can support the technical development and analysis for the IFMS system. The department is currently at considerable risk as there is no ability or skill set to resolve potential IFSM production issues. 4. REQUIREMENT DESCRIPTION The Contractor's resource will undertake the following: - Work with functional and technical teams to design, develop								

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	and test functionality in the IFMS system and related modules. - Work with the IFMS delivery teams to design, develop and test required reports supporting the validation of recoverable time and service invoices. 4.1 Scope - Evaluate change requests and enhancement requests and provide resource requirement estimates; - Debug new and existing functionality to determine the cause and resolution of identified errors; - Provide problem resolution assistance and support to IFMS Functional Analysts and IFMS Technical Analysts, as well as to other integrated system support analysts, as required; - Develop and document all custom development programs and forms; - Perform business analysis of functional and data requirements associated with interfaces and associated programs; - Evaluate existing procedures and methods, identify and document items such as database content, structure and application sub systems; - Define and document interfaces of manual and automated to automated operations within application subsystems and between new and existing systems; - Establish test criteria for interfaces and custom reports with the functional and technical analysts; - Participate in working group sessions to determine detailed requirements and options surrounding interfaces and related reports and reconciliation processes; - Provide input to and assistance for the preparation of regular status reports regarding Project Team activities and deliverables, updates to the project plan(s), as required by the project manager; and - Provide expert advice, support and knowledge transfer to the other members of the project team and to the IFMS Functional and technical support teams, as well as other integrated system support teams, as required. 4.2 Tasks/Detailed Services - Repair or enhance existing IFMS custom development programs that may be impacted by operational requirements or projects underway or may require enhancement including the following: - Special Purpose Ledger (SPL) Roll-ups - PAYE/RAYE - Programs - Automated Carry Forward Programs - Reconciliation Tools - Interfaces to GC Central systems - Interfaces to Reporting Solutions 4.3 Deliverables and Acceptance Criteria All deliverables and services rendered under any contract are subject to inspection by the Technical Authority. The Technical								

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s.19(1)
s.20(1)(c)

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees Amt. Limit Tlaux/Mnt. limite	GST% %TPS	GST Total Total TPS	Total
	Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized. 5. SUPPORT PROVIDED BY JUSTICE Justice will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract termination. - Accounts on computer network and electronic mail system; - Workstation; - Access to a telephone; - Access to printer, fax machine, and photocopier; - ID card allowing access to building and floor; - Reference materials, as needed. 6. LANGUAGE REQUIREMENTS The working languages are English and French, all documents to be prepared in English. 7. LOCATION OF SERVICE DELIVERY Department of Justice 284 Wellington Street Ottawa, Ontario, K2C 0C3 ANNEX B - SECURITY REQUIREMENTS CHECK LIST Please see attached for a copy of Common PS SRCL #19.								
00010	ERP PA L3- Senior ABAPer - [redacted] Resource: [redacted]	2015.05.04	2015.06.30	19294	[redacted]	[redacted]	13%	2,839.20	24,679.20
	Financial Codes / Codage financier: 0130-18062-15---3720 -4080 — Amount / Montant: 21,840.00 The currency of this P.O. is - La devise de ce bon est : CAD								

JUS 6200-17 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. demon. 19294 | Yr. - An. 15 | Ser. No - Nº de série 8193

Page 12 of 12

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Government of Canada / Gouvernement du Canada

Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

Validity Date - Période Valide

From/De: 05/12/2015 To/À: 03/31/2016

			Value of contract - Valeur du contrat	Tax Amount - Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

PROFESSIONAL DEVELOPMENT
DEPARTMENT OF JUSTICE CANADA
ATT: MANON ROY (613-941-1871)
360 ALBERT ST ROOM 1424
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

19027 - 15 - - 3750

Contact Name - Personne-ressource	Tel. No - N° de tél.
Gbaguidi, Steve	819-220-5110

Contractor's name and address - Nom et adresse de l'entrepreneur

CCI LEADERSHIP INSTITUTE
C/O [redacted]
421 GILMOUR ST UNIT 100
OTTAWA ON K2P 0R5
CANADA

Vendor - Fournisseur: 131180

Contact Name - Personne-ressource	Tel. No - N° de tél.
[redacted]	

Description - Description

CCI services d'expert conseil

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: **Ontario**
Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act. / Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

Signature _____ Date _____

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer. / Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

Signature _____ Date 13 May 15

Contracting Authority - Autorité contractuelle	Telephone - Téléphone	Address - Adresse
Steve Gbaguidi	613-960-4922	284 rue Wellington, Ottawa, ON, K1A 0H8

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore. / L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

Signature [redacted] Date 13/May/15

Canada

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s.19(1)

Government of Canada / Gouvernement du Canada

Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

Validity Date - Période Valide

From/De: 05/12/2015 To/À: 03/31/2016

			Value of contract - Valeur du contrat	Tax Amount - Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

PROFESSIONAL DEVELOPMENT
DEPARTMENT OF JUSTICE CANADA
ATT: MANON ROY (613-941-1871)
360 ALBERT ST ROOM 1424
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

19027 - 15 - - 3750

Contact Name - Personne-ressource	Tel. No - N° de tél.
Gbaguidi, Steve	819-220-5110

Contractor's name and address - Nom et adresse de l'entrepreneur

CCI LEADERSHIP INSTITUTE
C/O [redacted]
421 GILMOUR ST UNIT 100
OTTAWA ON K2P 0R5
CANADA

Vendor - Fournisseur: 131180

Contact Name - Personne-ressource	Tel. No - N° de tél.
[redacted]	

Description - Description

CCI services d'expert conseil

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

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Le contrat est administré selon les lois en vigueur dans la province suivante:

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This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

Signature Date 13 May 15

Contracting Authority - Autorité contractuelle	Telephone - Téléphone	Address - Adresse
Steve Gbaguidi	613-960-4922	284 rue Wellington, Ottawa, ON, K1A 0H8

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

Signature _____ Date _____

Canada 000053

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Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

GENERAL CONDITIONS	CONDITIONS GÉNÉRALES
The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained. The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html	Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente. Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html

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Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

Arrangement en matière d'approvisionement Pro Service numéro E60ZT-120001/524/ZT - Clauses du contrat subséquent

1. Général

Tous les termes et conditions de l'arrangement en matière d'approvisionnement ProServices s'appliquent et sont intégrés dans le contrat suivant.

2. Exigences relatives à la sécurité

Ce contract ne comporte pas d'exigence relatif à la sécurité.

3. Énoncé des travaux

L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".

4. Clauses et conditions uniformisées

Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.

4.1 Conditions générales

Les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.
https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/3/2010B/14

4.2 Conditions générales supplémentaires

4007 (2010-08-16) Le Canada détient tous les droits de propriété intellectuelle sur les renseignements originaux dès leur conception. L'entrepreneur ne détient aucun droit de propriété intellectuelle sur les renseignements originaux, sauf tout droit qui peut lui être accordé par écrit par le Canada.
https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/4/4007/3

5. Durée du contrat

5.1 Période du contrat

Les travaux doivent être réalisés durant la période du 14 mai 2015 au 31 mars 2016.

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Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

5.2 Option de prolongation du contrat

Il n'y a pas de prolongation prévu au contrat.

6. Responsables

6.1 Autorité contractante

L'autorité contractante pour le contrat est :

Nom : Steve Gbaguidi
Titre : Agent principale de la passation des marchés
Organisation : Division des passations de marché et de la gestion du matériel
Direction général des finances et de la planification
Adresse : 1209 - 284 rue Wellington K1A 0H2
Téléphone : 613-960-4922
Télécopieur : 613-960-4956
Courriel : Steve.Gbaguidi@justice.gc.ca

L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.

6.2 Chargé de projet

Le chargé de projet pour le contrat est :
Nom : Marie-Élaine Léger
Titre : Conseillère principale en apprentissage
Organisation : Programmes en gestion et en leadership
Division du développement professionnel
Adresse : 360 rue Albert, CSC 1409
Téléphone : 613-948-2987
Télécopieur : 613-941-4190
Courriel : Marie-Elaine.Leger@justice.gc.ca

Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.

6.2 Représentant de l'entrepreneur

[redacted]
The CCI Leadership Institute
Suite 100, 421 Gilmour Street,
Ottawa, ON. K2P 0R5

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s.19(1)
s.20(1)(c)

Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

7.1 Base de paiement

À condition de remplir de façon satisfaisante toutes ses obligations en vertu du contrat, l'entrepreneur sera payé 22,100.00$ en conformité avec le tarif indiqué pour le travail et les services effectués conformément au présent contrat.

Categorie: 8.2 Expert-conseil en conception organisationelle
Non de la ressource:
Honoraire: par jour
Niveau d'éffort: Jusqu'à jours (taxes en sus)

Le Canada ne paiera pas l'entrepreneur pour tout changement à la conception, toute modification ou interprétation des travaux, à moins que ces changements à la conception, ces modifications ou ces interprétations n'aient été approuvés par écrit par l'autorité contractante avant d'être intégrés aux travaux.

7.2 Limitation des dépenses

1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 22,100.00 $. Les taxes applicables sont en sus.

2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme:

a. lorsque 75 p. 100 de la somme est engagée, ou
b. quatre (4) mois avant la date d'expiration du contrat, ou
c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter.

3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.

8. Instructions relatives à la facturation

Les factures doivent être distribuées comme suit :
L'original et un (1) exemplaire doivent être envoyés à l'adresse qui apparaît à la page 1 du contrat pour attestation et paiement.

9. Attestations - Conformité

Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Professional Services Contract
Contrat de services professionnels

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4500124324	E60ZT-120001/524/ZT

pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.

10. Lois applicables

Le contrat doit être interprété et régi selon les lois en vigueur Ontario et les relations entre les parties seront déterminées par ces lois.

11. Ordre de priorité des documents

En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.

(a) les articles de la convention;
(b) les conditions générales supplémentaires 4007(2010-08-16)
(c) les conditions générales 2010B (2014-09-25)
(d) Annexe A - Énoncé des travaux;
(e) la soumission de l'entrepreneur en date du 28 avril 2015
(f) arrangement en matière d'approvisionement Pro services
E60ZT-120001/524/ZT

12. Limitation de la responsabilité - Gestion de l'information ou technologie de l'information

a. Cet article s'applique malgré toute autre disposition du contrat et remplace l'article des conditions générales intitulé " Responsabilité ". Dans cet article, chaque fois qu'il est fait mention de dommages causés par l'entrepreneur, cela renvoie également aux dommages causés par ses employés, ainsi que par ses sous-traitants, ses mandataires, ses représentants, ou leurs employés. Cet article s'applique, que la réclamation soit fondée contractuellement, sur un délit civil ou un autre motif de poursuite. L'entrepreneur n'est pas responsable envers le Canada en ce qui concerne le rendement ou l'inexécution du contrat, sauf dans les cas précisés dans cet article et dans tout autre article du contrat pré-établissant des dommages-intérêts. L'entrepreneur est uniquement responsable des dommages indirects, particuliers ou consécutifs, dans la mesure décrite dans cet article, même si l'entrepreneur a été avisé de la possibilité de ces dommages.

b. Responsabilité de la première partie :

i. L'entrepreneur est entièrement responsable envers le Canada de tous les dommages, y compris les dommages indirects, particuliers et consécutifs, causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :
A. toute violation des droits de propriété intellectuelle dans la mesure où l'entrepreneur viole l'article des conditions générales intitulé " Atteinte aux droits de propriété intellectuelle et redevances ";

B. toute blessure physique, y compris la mort.

ii. L'entrepreneur est responsable de tous les dommages directs causés par l'exécution ou l'inexécution du contrat par

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Professional Services Contract
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4500124324	E60ZT-120001/524/ZT

l'entrepreneur qui touchent des biens personnels matériels ou des biens immobiliers qui sont la propriété du Canada, en sa possession, ou qui sont occupés par le Canada.

iii. Chaque partie est responsable de tous les dommages directs causés par son manquement à l'obligation de confidentialité en vertu du contrat. Chaque partie est aussi responsable de tous les dommages indirects, particuliers ou consécutifs relatifs à sa divulgation non autorisée des secrets industriels de l'autre partie (ou des secrets industriels d'un tiers fournis par une partie à une autre, en vertu du contrat) qui concernent la technologie de l'information.

iv. L'entrepreneur est responsable de tous les dommages directs qui se rapportent à une charge ou à une réclamation liée à toute portion des travaux pour lesquels le Canada a effectué un paiement. Cela ne s'applique pas aux charges ou réclamations relatives aux droits de propriété intellectuelle, lesquelles sont traitées à l'alinéa (i) (A) susmentionné.

v. L'entrepreneur est aussi responsable envers le Canada de tous les autres dommages directs qui ont été causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :

A. tout manquement aux obligations en matière de garantie en vertu du contrat, jusqu'à concurrence du coût total payé par le Canada (y compris toute taxe applicable) pour les biens et les services touchés par le manquement;

B. tout autre dommage direct, y compris tous les coûts directs identifiables engagés par le Canada pour faire appel à un autre entrepreneur pour effectuer les travaux lorsque le contrat est résilié en partie ou en totalité par le Canada pour manquement, jusqu'à concurrence d'un maximum global pour ce sous-alinéa (B) du montant le plus élevé entre 0,75 fois le coût total estimatif (le montant indiqué à la première page du contrat dans la case intitulée " Coût total estimatif " ou le montant indiqué sur chaque commande subséquente, bon de commande ou tout autre document utilisé pour commander des biens ou des services), ou 1 000 000 $.

vi. En aucun cas, la responsabilité totale de l'entrepreneur aux termes de l'alinéa (v) ne dépassera le montant le plus élevé entre le coût total estimatif (comme défini plus haut) du contrat ou 1 000 000 $, selon le montant le plus élevé.

vii. Si les dossiers ou les données du Canada sont endommagés à la suite d'une négligence ou d'un acte délibéré de l'entrepreneur, la seule responsabilité de l'entrepreneur consiste à rétablir à ses frais les dossiers et les données du Canada en utilisant la copie de sauvegarde la plus récente conservée par le Canada. Ce dernier doit s'assurer de sauvegarder adéquatement ses documents et données.

C. Réclamations de tiers :

i. Que la réclamation soit faite au Canada ou à l'entrepreneur, chaque partie convient qu'elle est responsable des dommages qu'elle cause à tout tiers relativement au contrat, tel que stipulé dans un accord de règlement ou ultimement déterminé par une cour compétente, si la cour détermine que les parties sont conjointement et solidairement responsables ou qu'une seule partie est uniquement et directement responsable envers le tiers. Le montant de la responsabilité sera celui précisé dans l'accord de règlement ou déterminé par la cour comme ayant été la portion des dommages que la partie a causé au tiers. Aucun accord de règlement ne lie une partie, sauf si ses représentants autorisés l'ont approuvé par écrit.

ii. Si le Canada doit, en raison d'une responsabilité conjointe et solidaire, payer un tiers pour des dommages causés par l'entrepreneur, l'entrepreneur doit rembourser au Canada le montant ultimement déterminé par une cour compétente comme étant la portion de l'entrepreneur des dommages qu'il a lui-même causés au tiers. Toutefois, malgré l'alinéa(i), en ce qui concerne les dommages-intérêts spéciaux, indirects ou consécutifs subis par des tiers et couverts par le présent article, l'entrepreneur est uniquement responsable de rembourser au Canada sa portion des dommages que le Canada doit payer à un tiers sur ordre d'une cour, en raison d'une responsabilité conjointe et solidaire relativement à la violation des droits de propriété intellectuelle; de blessures physiques à un tiers, y compris la mort; des dommages touchant les biens personnels matériels ou immobiliers d'un tiers; toute charge ou toute réclamation sur toute portion des travaux; ou du manquement à l'obligation de confidentialité.

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iii. Les parties sont uniquement responsables l'une devant l'autre des dommages causés à des tiers dans la mesure décrite dans ce paragraphe (c).

ANNEX 'A'

ÉNONCÉ DES TRAVAUX

1 TITRE: SERVICES DE CONSULTATION - APPRENTISSAGE ET DÉVELOPPEMENT PROFESSIONNEL - MINISTÈRE DE LA JUSTICE CANADA

2 CONTEXTE:

Le domaine de l'apprentissage et du développement professionnel au ministère de la Justice (JUS) sera appelé à vivre une importante période de transition durant l'exercice 2015-2016, passant d'un modèle décentralisé à un Centre d'expertise national en apprentissage. Des efforts constants seront nécessaires afin de mettre en place et consolider cette nouvelle entité à JUS tant sur le plan des ressources et du travail.

D'autre part, l'organisme doit s'aligner avec la nouvelle approche pangouvernementale en matière d'apprentissage de l'École de la fonction publique du Canada (EFPC), qui offre un programme de cours commun normalisé pour tous les fonctionnaires et qui s'inscrit dans la concrétisation de la vision Objectif 2020. Une nouvelle façon de fonctionner et de nouvelles initiatives d'apprentissage à JUS découleront de cet alignement entre les offres de l'EFPC et des ministères.

3 OBJECTIF:

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

4 DESCRIPTION DU BESOIN:

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

5. PORTÉE DES TRAVAUX:

Le ministère de la Justice souhaite mettre en place un contrat pour des services de consultation afin de recevoir des services conseils. Ces services pourront porter sur des projets variés liés à la consolidation du nouveau Centre d'expertise en apprentissage du ministère de la Justice et à ses nouvelles initiatives, pour l'exercice financier 2015-2015. L'intention est de solliciter la firme lorsque leurs services seront nécessaires en articulant clairement les besoins au fur et à mesures de leur émergence.

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

6. SERVICES DEMANDÉS:

Les services demandés à la firme pourraient inclure, mais ne sont pas limités à :

a. Services conseils dans le développement d'un réseau pour les anciens de JUS;
b. Services conseils dans un processus d'analyse et de détermination des besoins d'apprentissage internes pour JUS;
c. Services conseils dans le développement d'un réseau de gestionnaires à JUS.

Rôles et responsabilités de l'entrepreneur (et/ou de son consultant) :

1. Le consultant respectera les réseaux de communication établis avec le responsable de la Division du développement professionnel;

2. Le consultant s'engage à fournir les documents exigés par la Division du développement professionnel, ou tout autre livrable, dans les délais préalablement déterminés entre eux ;

3. Le consultant s'engage à fournir des services conseil et/ou des produits/livrables de la plus haute qualité au client, tel que préalablement déterminé entre eux ;

4. Le consultant sera responsable de fournir une facture au Ministère moins de 15 jours après chaque livrable préalablement entendu avec le client, ou avant le 31 mars de l'année financière en cours. Aucun frais supplémentaire relatif aux déplacements, hébergements ou repas (autre que mentionnés dans le présent énoncé des travaux) ne seront facturés à la Division du développement professionnel;

5. Le formateur s'engage à transmettre au responsable du ministère de la Justice toutes informations jugées importantes qui pourraient avoir une incidence sur les livrables;

6. Le consultant devra avoir respecté et complété ses engagements contractuels avant le 31 mars de l'année financière prévue au contrat.

7. LANGUE DE TRAVAIL:

Les livrables devront être fournis en anglais, en français ou les deux, de manière appropriée, dépendamment de l'entente préalable avec le client. Pour ce qui est des communications avec la Division du développement professionnel, la langue privilégiée pourrait être le français, l'anglais ou les deux.

8. EXIGENCES EN MATIÈRE DE DÉPLACEMENT ET LIEUX DES TRAVAUX:

Certaines rencontres pourraient avoir lieu dans nos bureaux au centre-ville d'Ottawa, à distance par téléphone ou téléconférence, tel que préalablement entendu entre le consultant et le client.

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☒ Contrat
Amendment ☐ Modification

Accounting Office Code / Code du bureau comptable: 19204

Requisition No. - Demande: Ord. Off - Bur. deman. 19204 | Yr. - An 15 | Ser. No - N° de série 8579

Page 1 of / de 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Destination
DEPUTY MINISTER'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: FRANCE ROBITAILLE 613-416-4511
284 WELLINGTON ST RM 4137C
OTTAWA ON K1A 0H8
CANADA

Direct inquiries to / Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1920458579

Amendment No.-No. de la modification | Previous Value - Valeur précédente

Incr./Decr. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DEPUTY MINISTER'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: FRANCE ROBITAILLE 613-416-4511
284 WELLINGTON ST RM 4137C
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/471/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/471/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/471/ZT 1. Security Requirement The following Security requirements apply and form part of the contract: SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6 1. The Contractor/Offeror must, at all times during the								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur
CONVERSART CONSULTING LTD.
1651 AUTUMN RIDGE DR
OTTAWA ON K1C 6Y1
CANADA
Phone: 613-837-6061

Vendor No.- No.du Fournisseur: 142745
Fax No.- No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X [redacted] Date: July 4 2015 Telephone No. - N° de téléphone: (613)837-6061

☐ [illegible] accepted to the ...d herein.
[illegible] acceptées aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.

[redacted] Signature Date

Total Estimated Cost / Coût global estimatif: $ 24,408.00

For the Minister - Réservé au Ministre: Helene B

The [illegible] ...ance du présent contrat et qu'il l'accepte.

X [redacted]

JUS 9200-11 (07/2006)

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
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Request for proposal	[ ]	Demande de proposition
Contract	[X]	Contrat
Amendment	[ ]	Modification

Accounting Office Code / Code du bureau comptable: 19204

Requisition No. - Demande: Ord. Off - Bur. deman. 19204 | Yr. - An. 15 | Ser. No - N° de série 8579

Destination

DEPUTY MINISTER'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: FRANCE ROBITAILLE 613-416-4511
284 WELLINGTON ST RM 4137C
OTTAWA ON K1A 0H8
CANADA

Page 1 of de 11

Inspection Agency - Chargé de l'inspection

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Direct inquiries to:
Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

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All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1920458579

Amendment No.-No. de la modification | Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
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ATT: FRANCE ROBITAILLE 613-416-4511
284 WELLINGTON ST RM 4137C
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/471/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/471/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
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Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

CONVERSART CONSULTING LTD.
1651 AUTUMN RIDGE DR
OTTAWA ON K1C 6Y1
CANADA

Phone: 613-837-6061

Vendor No.- No.du Fournisseur: 142745 | Fax No.- No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X
Signature | Date | Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 10000185[illegible] on 1/16
Signature | Date

Total Estimated Cost / Coût global estimatif: $ 24,408.00

For the Minister - Réservé au Ministre: Mélanie B

[ ] Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	[ ] You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	[ ] Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

X
Signature | Title - Titre

JUS 9200-11 (07/2006)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
b. Industrial Security Manual (Latest Edition).

2. Statement of Work
This bid solicitation is being issued for the requirement of Professional Services of one (1) Leadership Development consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions
2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of July 2, 2015 to December 31, 2015

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Stéphanie Poliquin
Chief of staff to the DM
Deputy Minister's Office
Department of Justice Canada
284 Wellington street
Ottawa, Ontario K1A 0H8
Telephone: 613-946-3868
E-mail address: stephanie.poliquin@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted] ConversArt Consulting

1651 promenade Autumn Ridge Drive
Ottawa ON K1C 6Y1
Telephone: 613-837-6061
Email: info@conversart.com

7. Payment

7.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

properly incurred in the performance of the Work as determined in accordance with Annex A # Statement of work to a limitation of expenditure of $21,600.00. Customs duties are included and Applicable Taxes are extra.

7.1.1 Basis of Payment - Professional Fees
Resource: [redacted]
Per Diem rate: [redacted] for 7.5 hours a day
Level of Effort: up to a maximum of [redacted] days at [redacted]

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed $21,600.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment # Multiple Payments
Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b. all such documents have been verified by Canada;
c. the Work delivered has been accepted by Canada.

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 # Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20# Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:
a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/471/ZT
e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property
The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals
1. If specific individuals are identified in the Contract to

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership
1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability
The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third

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party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either

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[Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
(c) take back the Work and refund any part of the Contract Price that Canada has already paid.
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A - STATEMENT OF WORK

1. Title:
Provide facilitation services to DOJ working group of subject matter experts.

2. OBJECTIVE
Develop high policy advice in key areas of the Justice Porfolio.

3 Scope:
Consultant will develop an agenda and facilitate 1 and a half day brainstorming meeting to take place on July 6 and 7 with the purpose of developing options in key policy areas.

4. Tasks:
- Consultant must review documentation and meet with the Chief of Staff (COS) and possible the Deputy Minister to outline objectives of session.
- Consultant must develop an agenda and design of session and submit to COS for review and approval.
- One approved, the consultant must facilitate the discussions during the 1 and half day session.
- After the close of the session, the consultant will debrief on results achieved and next steps with COS.
- Consultant might be required to have follow up sessions with COS

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s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	and group. 5. Deliverables: - Agenda and design of session approved before July 4, 2014 - Being present to facilitate on July 6 and 7, 2015 6. Location of Service Delivery East Memorial Building, 4th Floor (meetings) and in salle Pierre deBlois au 75 Albert, Suite 400 (APEX)								
00010	Working Session -Fall Policy Plan.Team	2015.07.02	2015.12.31	19204			13%	2,808.00	24,408.00

Financial Codes Codage financier	Amount Montant
0130-12000-15--3750 -4010	21,600.00

The currency of this P.O. is - La devise de ce bon est : CAD

JUS 9200-11 (07/2006)

Requisition No. - Demande

Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19204	15	8579

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s.19(1)

p.2
613-230-7556
07 Jul 15 10:17a Mary Glen

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Use

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Accounting Office Code / Code du bureau comptable: 19371

Requisition No. - Demande: Ord. Off. - Bur. donn. 19371 | Yr. - An. 15 | Ser. No - N° de série 8338

Page 1 of / de 11

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☒ Contrat
Amendment ☐ Modification

Destination
CLIENT SERVICES - OPERATIONS
DEPARTMENT OF JUSTICE CANADA
ATT: DIANE LATREILLE (613-946-4746)
275 SPARKS ROOM 8089
OTTAWA ON K1R 7X9
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to. / Adresser toutes demandes de renseignements à:
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box.
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1937158338

Amendment No. - N° de la modification | Previous Value - Valeur précédente
Inc./Decr. - Aug./Dim. | Revised Value - Montant Revisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

CLIENT SERVICES - OPERATIONS
DEPARTMENT OF JUSTICE CANADA
ATT: DIANE LATREILLE (613-946-4746)
275 SPARKS ROOM 8089
OTTAWA ON K1R 7X9
CANADA

1 The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2 The terms and Conditions set out in SSC Supply Arrangement Serial No E60ZT-120001/338/ZT between the Vendor and the Crown, as represented by the Ministre of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/338/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fixed/Vol. Limit Taxe/Vol. limite	GST% %TPS	GST Total Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/338/ZT 1. Security Requirement Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed. 2. Statement of Work								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereto. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.
Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

State point of manufacture/shipment of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Name and address of Vendor - Nom et adresse du fournisseur

COACHING ALLIANCES
147 GLEBE AVENUE
OTTAWA ON K1S 2C4
CANADA
Phone: (613) 230-2886

Date 15.07.07 Telephone No. - N° de téléphone 613 230 2886

Signature

(Est) Estimated Cost / Coût prévu estimé: $ 5,650.00

For the Minister - Pour le Ministre: x

Vendor No. - No du Fournisseur: 125748
Fax No. - No. de Télécopie: (613) 230-7556

☐ Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée

JUS 9350-11 (07/2006)

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande		
	Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19371	19371	15	8338

Destination

CLIENT SERVICES - OPERATIONS
DEPARTMENT OF JUSTICE CANADA
ATT: DIANE LATREILLE (613-946-4746)
275 SPARKS ROOM 8089
OTTAWA ON K1R 7X9
CANADA

Page 1 of de 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1937158338

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

CLIENT SERVICES - OPERATIONS
DEPARTMENT OF JUSTICE CANADA
ATT: DIANE LATREILLE (613-946-4746)
275 SPARKS ROOM 8089
OTTAWA ON K1R 7X9
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/338/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/338/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/338/ZT 1. Security Requirement Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed. 2. Statement of Work								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

COACHING ALLIANCES
147 GLEBE AVENUE
OTTAWA ON K1S 2C4
CANADA

Phone: (613) 230-2886

Vendor No.- No.du Fournisseur: 125748
Fax No.- No. de Télécopie: (613) 230-7556

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature | Date | Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

FB 10000 18338 on file
Signature | Date

Total Estimated Cost
Coût global estimatif
$ 5,650.00

For the Minister - Réservé au Ministre
X B.A. Lavette

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature | Title - Titre

JUS 9200-11 (07/2006)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

This bid solicitation is being issued for the requirement of Professional Services of one (1) Leadership Development consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions
2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of July 6, 2015 to March 31, 2016.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Michel Brazeau
Director General
Human Resources Branch

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s.19(1)
s.20(1)(c)

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Teux/Val. limite	GST% %TPS	GST Total Total TPS	Total

Department of Justice Canada
275 Sparks Street
Ottawa, Ontario K1A 0H8
Telephone: 613-941-1867
E-mail address: michel.brazeau@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
Director, Principal Coach and Consultant
147 Glebe Avenue
Ottawa ON K1S 2C4
Telephone: 613-230-2886
Email: [redacted]@magma.ca

7.Payment

7.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with Annex A - Statement of work to a limitation of expenditure of $5,000.00. Customs duties are included and Applicable Taxes are extra.

7.1.1 Basis of Payment - Professional Fees
Resource: [redacted]
Hourly rate: [redacted]
Level of Effort: up to a maximum of [redacted] sessions of 2 hours

For the purpose of this Contract, a face to face session will last 1.5 hours and will required 0.5 hours of preparation.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed $5,000.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. 7.4 Payment by Direct Deposit Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to								

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date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices

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cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:
a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

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a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/338/ZT
e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property
The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals
1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with

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subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor

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concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can

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s.19(1)

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reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A - STATEMENT OF WORK

1. Title
Executive Coaching Services for L. Pratt-Tremblay

2. OBJECTIVE
[redacted] coaching alliances Inc. will provide a series of individual coaching sessions for Laurie Pratt-Tremblay, Senior Director, HR Operations and Client Services. The sessions will mainly focus on continued development of identified executive leadership skills and ongoing career planning and development in the context of your recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.

3. Scope:
[redacted] will provide coaching on continued development of identified executive leadership skills and ongoing career planning and development in the context of her recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.

4. Tasks:
4.1. Face to face sessions consisting of coaching conversations to clarify expectations, context and current issues; articulate leadership and career goals; identify relevant leadership and career management competencies that may need further development; formulate an actionable coaching program; and engage in focused practice and ongoing assessment to ensure progress.

4.2 Self-observation exercises designed to surface additional information about current expectations and practices, and to identify the competencies required to make needed changes in support of the coaching program goals.

4.3 Practices designed to strengthen and/or develop particular competencies needed to achieve the agreed coaching program outcomes.

4.4 A personal written record or journal to record learnings related to the self-observation exercises and assigned practices.

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	5. Deliverables: 5.1 In-person sessions of 1.5 hours each requiring coach pre-session time of 0.5 hour for a total of 2 hours per session at an hourly rate of [redacted] Under certain circumstances, coaching conversations may be conducted by telephone. 5.2 Ongoing communication via telephone, e-mail and/or fax as needed to ensure support between meetings. 5.3 Self-observation exercises. 5.4. Competency-focused practices. 5.5 Selected readings.								
00010	[redacted] - Coaching Alliances Inc.	2015.07.06	2016.03.31	19371	[redacted]	[redacted]	13%	650.00	5,650.00

Financial Codes / Codage financier — Amount / Montant
0130-19060-15--3750 -4060 — 5,000.00

The currency of this P.O. is - La devise de ce bon est : CAD

JUS 9200-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. deman. 19371 | Yr. - An. 15 | Ser. No - N° de série 8338

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000085

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-301-9709
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal		Demande de proposition
Contract	X	Contrat
Amendment		Modification

Accounting Office Code / Code du bureau comptable: 19138

Requisition No. - Demande: Ord. Off - Bur. deman 19138 | Yr. - An. 15 | Ser. No - N° de série 8545

Page 1 of / de 12

Destination:
EVALUATION DIVISION - CSB
DEPARTMENT OF JUSTICE CANADA
ATT: LUCIE FRENETTE (613-946-3830)
2020-275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to. / Adresser toutes demandes de rens. à:
COCONETU, TRAIAN
613-301-9709

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1913858545

Amendment No.-No. de la modification | Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to: / Factures - Remplir et envoyer l'original et deux copies à :

EVALUATION DIVISION - CSB
DEPARTMENT OF JUSTICE CANADA
ATT: LUCIE FRENETTE (613-946-3830)
2020-275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

1 The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.

2 The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/804/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/804/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	1) CONTRACT DOCCUMENTS The following documents shall form part of this contract: 1) The ProServices Supply Arrangement Number E60ZT-120001/804/ZT, included all clauses terms and conditions. 2) The Vendor Proposal entitled Performance Measurement Strategy and dated June 19,2015. 3) The annexes to the Contract.								

Solicitation closes - L'invitation à soumissionner prend fin le / t - À 00:00.00

n - Le

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et consent de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

State point of manufacture/shipping of goods or where service is to be performed. / Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. / En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles: PR#10000185457 Signature / Date

Total Estimated Cost / Coût global estimatif: $ 24,860.00

For the Minister - Réservé au ministre: June 30 2015

Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (titres inscrits)

[redacted]

June 30/15 Date

6132692002 Telephone No. - N° de téléphone

Name and address of Vendor - Nom et adresse du fournisseur

JHG CONSULTING NETWORK INC
1840 BURRITTS RAPIDS ROAD
MERRICKVILLE ON K0G 1N0
CANADA

Phone: 613-269-2002

Vendor No. - No.du Fournisseur: 124188

Fax No.- No de Télécopie: 613-269-4884

☐ Your offer is extended to sell on the terms and conditions set out herein. / Votre offre est prolongée de vendre aux conditions énoncées dans les présentes.

☐ You are requested to supply as indicated herein. / Nous vous demandons de fournir ce qui est précisé dans les présentes.

☑ Return the signed copy forthwith. / Prière de retourner immédiatement une copie dûment signée.

The V... Le fo... [redacted] ...essence du présent contrat et qu'il l'accepte.

S 9200-11 (07/2006)

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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II) CONTRACT CLAUSES

The following clauses apply to and form part of the present contract number 1913858545:

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1 Security Requirements

The following security requirements (SRCL and related clauses) apply and form part of the Contract.

1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

ii. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.

iii. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

v. The Contractor/Offeror must comply with the provisions of the:
a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
b. Industrial Security Manual (Latest Edition).

2 Statement of Work

This Contract is being issued for the requirement of Professional Services of one (1) Performance Measurement Consultant for the Department of Justice Canada under the ProServices Supply

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Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of July 6, 2015 to October 7, 2015.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Contact Name: Traian Coconetu
Telephone: 613-301-9709
E-mail address: traian.coconetu@justice.gc.ca

Department Name and Address:
Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8
Canada

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

5.2 Project Authority

The Project Authority for the Contract is:

Contact Name: Paula McLenaghan
Telephone: (613) 952-3594
E-mail address: paula.mclenaghan@justice.gc.ca

Department Name and Address:
Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8
Canada

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Contact Name: [redacted]
Telephone: 613-298-9877
E-mail address: [redacted]@jhgconsulting.com

Organisation Name and Address:
JHG Consulting Network Inc.
1840 Burritts Rapids Road
Merrickville, Ontario
K0G 1N0
Canada

6 Payment

6.1 Basis of Payment- Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
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been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Basis of Payment- Professional Fees

Resource 1: [redacted]
Per Diem Rate: [redacted]
Level of Effort: up to a maximum of [redacted] days

Resource 2: [redacted]
Per Diem Rate: [redacted]
Level of Effort: up to a maximum of [redacted] day.

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked

6.3 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.4 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed $ 22,000.00. Customs duties are include and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written

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estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7 Method of Payment

7.1 Milestone Payment

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B and the payment provisions of the Contract if:

a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;

c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

8 Accounts and Audit

1. The Contractor must keep proper accounts and records of the

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cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

9 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

10 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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	Each invoice must be supported by: a. A copy of time sheets to support the time claimed Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment. 11 No Responsibility to Pay for Work not performed due to Closure of Government Offices (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure. (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises. 12 Certifications Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default. 13 Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. 14 Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Articles of Agreement;								

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(b) the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity);
(c) Annex A, Statement of Work;
(d) Annex B, Basis of Payment
(e) Annex C, Security Requirements Check List;
(f) Supply Arrangement Number E60ZT-120001/804/ZT ; and
(g) the Contractor's bid dated June 19,2015.

15 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

16 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

17 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

18 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

19 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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20 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that

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	infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so. LIST OF ANNEXES (See documents attached) 1) ANNEX "A"- STATEMENT OF WORK 2) ANNEX "B"- BASIS OF PAYMENT 3) ANNEX "C" -SECURITY REQUIREMENTS CHECK LIST 4) ANNEX D : RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM								
00010	Perf. Meas. Strat. Investigative Powers	2015.07.06	2015.10.07	19138			13%	1,430.00	12,430.00
00020	Perf. Meas. Strat. Investigative Powers	2015.07.06	2015.10.07	19138			13%	1,430.00	12,430.00

Financial Codes / Codage financier	Amount / Montant
0130-18044-15--3704 -4010	22,000.00

The currency of this P.O. is - La devise de ce bon est : CAD

JUS 9200-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. deman: 19138 | Yr. - An.: 15 | Ser. No - N° de série: 8545

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Dod

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner:

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable: 19285

Requisition No. - Demande: Ord. Off - Bur. deman. 19285 | Yr. - An. 15 | Ser. No - N° de série 8714

Destination
WORKPLACE BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: DIANE LATREILLE (613) 952-6551
350 ALBERT ST ROOM 350
OTTAWA ON K1A 0H8
CANADA

Page 1 of / de 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de renseignements à :
PORDONICK, KAYLA
613-946-9012

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1928558714

Amendment No./No. de la modification | Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

WORKPLACE BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: DIANE LATREILLE (613) 952-6551
350 ALBERT ST ROOM 350
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/294/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/294/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	CONTRACT SPECIFICATIONS E60ZT-120001/294/ZT 1. Security Requirements The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. 1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

HALIFAX GROUP, THE
C/O CHRISTOPHER BRANCH
400-190 O'CONNOR ST
OTTAWA ON K2P 2R3
CANADA
Phone: (613) 230-333...

Vendor No. - No du Fournisseur: 103824 | Fax No. - No. de Télécopie: (613) 230-8116

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

[redacted] 23-7-15 2303337
Date / Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 10000 18714 on file
Signature / Date

Total Estimated Cost / Coût global estimatif: $ 16,526.25

For the Minister - Réservé au Ministre

[redacted]

☒ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract. Le fournisseur [redacted] il a pris connaissance du présent [redacted] accepte.

[redacted]
Signature / Title - Titre

JUS 9200-11 (07/2006)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. 1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction. 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 1.5 The Contractor/Offeror must comply with the provisions of the: a.Security Requirements Check List and security guide (if applicable), attached at Annex B; b.Industrial Security Manual (Latest Edition). 2. Statement of Work The Contractor must perform the Work in accordance with the Statement of Work at Annex A. 3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 3.1 General Conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. 3.2 Supplemental General Conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract. 4. Term of Contract The period of the Contract is from date of award to September 30, 2015 inclusive. 5. Authorities 5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada								

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s.19(1)
s.20(1)(c)

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	284 Wellington Street, EMB 1245 Ottawa ON, K1A 0H8 Telephone: 613-946-9012 E-mail address: Kayla.Pordonick@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 5.2 Project Authority Alexis Ford-Ellis Manager, Wellness Program Department of Justice Canada 350 Albert Street, Room 353 Ottawa ON, K1A 0H8 Telephone: 613-957-7558 E-mail address: Alexis.Ford-Ellis@justice.gc.ca The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 5.3 Contractor's Representative Telephone: 613-230-3337 E-mail address: @halifaxgroup.com 6. Payment 6.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. 6.1.1 Basis of Payment - Professional Fees Resource: Per Diem Rate:								

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s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Level of Effort: up to a maximum of [redacted] days For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked. 6.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work. 6.3 Limitation of Expenditure 6.3.1 Canada's total liability to the Contractor under the Contract must not exceed $14,625.00. Customs duties are included and Applicable Taxes are extra. 6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. 6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 6.4 Method of Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.								

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:
a. The original and one (1) copy must be forwarded to the following address:
Diane Latreille
Department of Justice Canada
350 Albert Street, Room 360

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Ottawa ON, K1A 0H8
Telephone: 613-952-6551
Email: Diane.Latreille@justice.gc.ca

9. No Responsibility to Pay for Work not Performed due to Closure of Government Offices
(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. Certifications Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

12. Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
(a) the Articles of Agreement;
(b) the supplemental general condition 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
(c) the general conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity);
(d) Annex A, Statement of Work;
(e) Annex B, Security Requirements Check List;
(f) Supply Arrangement Number E60ZT-120001/246/ZT (the "Supply Arrangement"); and

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(g) the Contractor's Proposal: Employee Assistance Program Procurement

13. Basis for Canada's Ownership of Intellectual Property
The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

14. Translation of Documentation
The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

15. Replacement of Specific Individuals

15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of

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the Contract

16. Ownership

16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

17. Liability
The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

18. Intellectual Property Infringement and Royalties

18.1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

18.2 If anyone makes a claim against Canada or the Contractor

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concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

18.3 The Contractor has no obligation regarding claims that were only made because:
(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

18.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
(c) take back the Work and refund any part of the Contract Price

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that Canada has already paid.
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A - STATEMENT OF WORK

1. Title
Procurement Specialist - Employee Assistance Program Procurement

2. Background
Services for Justice Canada's Employee Assistance Program (EAP) are currently provided on a cost-recovery basis by Health Canada's Employee Assistance Services Division, which provides services across Canada.

Through a competitive procurement process, the Workplace Branch wishes to determine if the private sector or other organizations outside the federal government can provide the serbices currently provided by Health Canada at a competitive price. The Branch also wishes to determine if additional services can be delivered in a cost-effective manner by such a service provider.

3. Scope
The Workplace Branch requires the services of an exerienced consultant to support the development of a statement of work and technical evaluation criteria for the procurement document. The Work will include:
- Determining, in consultation with the Workplace Branch, the services to be included in the procurement;
- Surveying or reviewing how other federal government departments procure and deliver employee assistance services; and
- Developing the statement of work and technial evaluation criteria for the procurement document.

4. Tasks/Deliverables
The resource will undertake the following work on an as and when required basis:
i) Review relevant employee assistance services documentation provided by the Workplace Branch;
ii) Meet with the Workplace Branch staff and any other key stakeholders identified by the Branch to determine the specific services to be procured;
iii) Review the procurement and delivery of similar services by other government departments/agencies from service providers other

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	than Health Canada to identify best practices; iv) Develop a draft statement of work, review and obtain feedback from the Workplace Branch and finalize; v) Develop draft technical evaluation criteria (mandatory and rated requirements), review and obtain feedback from the Workplace Branch and finalize; and vi) Ensure that the statement of work and technical evaluation criteria comply with Government of Canada contracting policies, directives, guidelines and practices. 5. Due Dates Due dates for Tasks/Deliverables are to be determined by the Project Authority. All work shall be completed no later than September 30, 2015. ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL) Please see the attached SRCL.								
00010	Category 10.7 - [redacted]	2015.07.22	2015.09.30	19285	[redacted]	[redacted]	13%	1,901.25	16,526.25
	Financial Codes / Codage financier: 0130-18045-15--3750 -4060 — Amount / Montant: 14,625.00								
	The currency of this P.O. is - La devise de ce bon est : CAD								

JUS 9209-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. comm. 19285 | Yr. - An. 15 | Ser. No - N° de série 8714

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del
PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner:

Clauses (1) and (2) below will form part of this
Les clauses 1 et 2 ci-dessous font partie du présent de

Request for proposal — Demande de proposition
Contract — [X] Contrat
Amendment — Modification

Accounting Office Code - Code du bureau comptable: 19138

Requisition No. - Demande: Org. Off - Bur. comm. 19138 | Yr. - An 15 | Ser. No. - N° de série 9715

Destination
EVALUATION DIVISION - CSB
DEPARTMENT OF JUSTICE CANADA
ATT: LUCIE FRENETTE (613-946-3830)
2020-275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

Page: 1 of de 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein — Destinataire au point de destination sauf si indiqué ci-dest

Direct inquiries to:
Adresser toutes demandes de renseignements à :
PORDONICK, KAYLA
613-946-9012

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra an applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise parviennent compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping slips and packing slips must include the number indicated in this box.
Le numéro figurant dans cet encadré doit être indiqué dans toutes les factures, bons de livraison et bordereaux d'emballage.

1913858715

Amendment No - No de la modification | Previous Value - Valeur précédente
Inc./Decr. - Aug./Dim. | Revised Value - Montant révisé

Invoices - Original and two copies are to be sent to
Factures : Remplir et envoyer l'original et deux copies à :
EVALUATION DIVISION - CSB
DEPARTMENT OF JUSTICE CANADA
ATT: LUCIE FRENETTE (613-946-3830)
2020-275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA.

1 The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.

2 The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/804/ZT** between the Vendor and the Crown as represented by the Minister of Public Works and Government Services Canada are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/804/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-M D-J	To - A Y-A M-M D-J	Cost group Code Code groupement	Del. Days Nbre de jours	Fees/Unit cost Tarif/Unité	GST% %TPS	GST total Total TPS	Total
	CONTRACT SPECIFICATIONS E60ZT-120001/804/ZT 1. Security Requirements The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security								

Solicitation Closes - L'invitation à soumissionner prend fin le
At - A 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur
JHG CONSULTING NETWORK INC
1840 BURRITTS RAPIDS ROAD
MERRICKVILLE ON K0G 1N0
CANADA
Phone: 613-269-2002

Vendor No - No du fournisseur: 124188
Fax No - No. de télécopie: 613-269-4884

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposals by a Crown is supply will be accepted as an offer to sell.
Le fournisseur offre et consent de vendre au Ministre, aux conditions énoncées dans les présentes et dans les documents ci-joints, les biens, services et construction énumérés dans les présentes et dans toute annexe aux présentes, au(aux) prix indiqués. Les réponses à une demande de propositions présentées par un fournisseur seront acceptées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)

July 24/15 613 269 2002
Signature — Telephone No. - N° de téléphone

Your offer is hereby accepted to the terms and conditions set out herein. Votre offre est par les présentes acceptée aux conditions énoncées dans les présentes.

You are hereby requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy for further distribution immediately a single document signed. Retourner l'exemplaire signé pour distribution immédiate d'un seul document signé.

The Vendor - Le fournisseur

State point of manufacture/shipping of goods or where service is to be performed
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Port - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.
TR 10000:IF715 on file
Signature — Date

Total Estimated Cost - Coût global estimatif: $ 26,860.00

For the Minister - Réservé au Ministre
K Pordonick

Signature — Date

Ce présent contrat et outil d'accepta

JUS 9200-11 (07/2004)

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De YYMMDD	To - À YYMMDD	Currency Code Code monétaire	No. of Days No. de jours	Firm Unit Price/Net Prix ferme/Net	GST/HST TPS/TVH	GST/HST Total TPS/TVH	Total
	Directorate (CISD), Public Works and Government Services Canada (PWGSC). 1.2 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC. 1.3 The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction. 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 1.5 The Contractor must comply with the provisions of the: a.Security Requirements Check List, attached at Annex B; b.Industrial Security Manual (Latest Edition). 2. Statement of Work The Contractor must perform the Work in accordance with the Statement of Work at Annex A. 3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 3.1 General Conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. 3.2 Supplemental General Conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract. 3.3 Specific Persons The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: - [redacted] - 4. Term of Contract The period of the Contract is from date of award to December 16, 2019 inclusive. 5. Authorities								

JUS 926-11 (07/2006)

Requisition No. - Demande
Ord. Or. - Bur. commun: 19138 | Yr - An: 15 | Serial No. - N° de série: 8715

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)

Item Article	Description	From - De (YYYY MM DD)	To - À (YYYY MM DD)	Category Code Code de catégorie	No. of Days Nbre de jours	Fees/Amt. Limit Taux/Val. limite	GST% TPS%	GST Total Total TPS	Total
	5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1246 Ottawa ON, K1A 0H8 Telephone: 613-946-9012 E-mail address: Kayla.Pordonick@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 5.2 Technical Authority Alexis Ford-Ellis Evaluation Manager Department of Justice Canada 284 Wellington Street, EMB 5175 Ottawa ON, K1A 0H8 Telephone: 613-941-4071 E-mail address: Jane.Evans@justice.gc.ca The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 5.3 Contractor's Representative [redacted] Telephone: 613-269-2002 E-mail address: [redacted]@jhgconsulting.com 6. Payment 6.1 Basis of Payment - Firm Price For the Work described in Annex A – Statement of Work: In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of $22,000.00. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.								

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Item Article	Description	From - De YYYY/AAAA/MM/MM/DD/JJ	To - À YYYY/AAAA/MM/MM/DD/JJ	Comments Code Code commentaire	No. of Days N° de jours	Fees/Vat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work 6.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work. 6.3 Method of Payment - Milestone Payments 6.3.1 Canada will make milestone payments in accordance with the Schedule of Milestones outlined in 6.3.2 below and the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada. 6.3.2 Schedule of Milestones Milestone 1: Receipt and acceptance of the draft PMES that includes a program profile, logic model, performance measurement strategy framework and evaluation strategy Due Date: no later than October 30, 2015 Milestone Amount: $11,000.00 + HST Milestone 2: Receipt and acceptance of the final PMES Due Date: no later than December 16, 2015 Milestone Amount: $11,000.00 + HST 7. Accounts and Audit 7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. 7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under								

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Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Comprehensive Code Code exhaustif	No. of Days Nbre de jours	Firm Unit Limit Taux/Prix ferme	GST/HST TPS/TVH	GST Total TPS	Total
	the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract. 7.4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right. 8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the following address: Lucie Frenette Department of Justice Canada 275 Sparks Street, 5AT Room 2020 Ottawa ON, K1A 0H8 Telephone: 613-946-3830 Email: Lucie.Frenette@justice.gc.ca 9. No Responsibility to Pay for Work not Performed due to Closure of Government Offices (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure. (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been								

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Item Article	Description	From - De Y-A-M-D/A-M-J	To - À Y-A-M-D/A-M-J	Consignee Code Code d'expéditaire	No. of Days N° de jours	Firm Unit Price Tarif/Prix ferme	GST% %TPS	GST Total Total TPS	Total
	able to gain access to the premises. 10. Certifications Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default. 11. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. 12. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Articles of Agreement; (b) the supplemental general condition 4007 (2010-06-16), Canada to Own Intellectual Property Rights in Foreground Information; (c) the general conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity); (d) Annex A, Statement of Work; (e) Annex B, Security Requirements Check List; (f) Supply Arrangement Number E60ZT-120001/304/ZT (the "Supply Arrangement"); and (g) the Contractor's Proposal dated July 15, 2015. 13. Basis for Canada's Ownership of Intellectual Property The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination. 14. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada								

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Item Article	Description	From - De Y-A M-M D-J	To - À Y-A M-M D-J	Consignee Code Code consignataire	No. of Days - Nº de jours	Firm Unit Limit Taux/Valeur ferme	GST % TPS	GST Total Total TPS	Total
	acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation. 15. Replacement of Specific Individuals 15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. 15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract 16. Ownership 16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible								

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Item Article	Description	Time - De Heure (HH:MM)	To - À Heure (HH:MM)	Commodity Code Code de catégorie	No. of Days Nbre de jours	Time/Air Limit Taux/Vol limite	GST% TPS%	GST Total Total TPS	Total
	for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require. 17. Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract. 18. Intellectual Property Infringement and Royalties 18.1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 18.2 If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing. 18.3 The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that								

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Item Article	Description	From - De YYMMDD	To - À YYMMDD	Consignee Code Code consignataire	Notice Days N° de jours	Fees/Net Unit Taxe/Val. Unit.	GST% %TPS	GST Total Total TPS	Total
	the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. 18.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so. ANNEX A - STATEMENT OF WORK 1. Title Family, Children and Youth Section Performance Measurement and Evaluation Strategy 2. Objective The Department of Justice Canada (Department) requires the services of a Contractor to develop a Performance Measurement and								

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Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Commodity Code Code correspondant	No. of Days - N° de jours	Time Mod. Limit Taux/Var. limite	GST% %TPS	GST Total Total TPS	Total
	Evaluation Strategy (PMES) for the Family, Children and Youth Section (FCY). 3. Background In preparation for an evaluation in 2017-2018 of the work undertaken by the FCY and other areas of the Department (Programs Branch, Research and Statistics Division and Communications) in support of their work, there is a need to develop a PMES. The PMES will build on the FCY Legal and Policy Study conducted in 2015 which outlines the profile of the FCY and incorporates the program logic of the Supporting Families Experiencing Separation and Divorce Initiative (SFI), Department's work under the Family Violence Initiative (FVI) and captures all other work undertaken by the FCY. 4. Scope This Contract will support the development of a PMES that will include a program profile, logic model, performance measurement strategy and an evaluation strategy in accordance with Treasury Board Secretariat expectations: (http://www.tbs-sct.gc.ca/cee/index-eng.asp). Under the new Evaluation Policy, the Treasury Board Secretariat outlines its expectations with respect to evaluating the relevance and performance of programs. During the preparation of the evaluation design, it is expected that additional issues may be identified and included in the methodological design. A draft profile and logic model were developed as part of a FCY Legal and Policy Study in 2015. These components will be used as a basis for developing the PMES. 5. Tasks It is anticipated that the Contractor will undertake the following activities: (a) Initial Meeting - the Contractor will meet with the Technical Authority and the Evaluation Advisory Committee (EAC), which include the Senior General Counsel, FCY Coordinators (4) and representatives from the Programs Branch (1) and the Research and Statistics Division (2), to discuss project requirements, timelines, expectations, and to confirm roles and responsibilities. The meeting will take place in Ottawa. (b) Document and file review - The Contractor will review a sufficient number of background documents and files to become familiar with the Initiative. The documents will include, but not be limited to: the FCY Legal and Policy Study; previous PMES for the SFI, FVI and Criminal Law Policy Section; and any other relevant documents to provide context for developing the PMES.								

000118

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s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat Limit Taxe/Vat limite	GST% %TPS	GST Total Total TPS	Total
	(c) Half-day workshop - The Contractor will conduct a half-day workshop with the Technical Authority and the EAC to confirm the draft Logic Model and discuss performance indicators and if possible evaluation questions. (d) Draft Performance Measurement Strategy - The Contractor will draft a PMES that includes a program profile, logic model, performance measurment strategy and evaluation strategy based on initial consultations and the document review. (e) Meeting - The Contractor will meet in-person with the Technical Authority and the EAC to receive feedback on the draft PMES. (f) Finalize the Performance Measurement Strategy - The Contractor will finalize the PMES based on feedback received from the Technical Authority and the EAC. 6. Deliverables The deliverables will include: a) a draft PMES that includes a Program Profile, Logic Model, Performance Measurement Strategy and Evaluation Strategy by October 30, 2015; and b) a final PMES by December 16, 2015. 7. Meetings The Contractor will be required to attend meetings with the Technical Authority throughout the tenure of the project. The Contractor will be required to attend two in-person meetings in Ottawa, the half-day workshop and the meeting to discuss the draft PMES. The initial meeting, as well as any other meeting required, can be done either in-person or by teleconference. The actual frequency, purpose and location of meetings will be determined at the outset of the project between the Technical Authority and the Contractor. ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL) Please see the attached SRCL.								
00010	Perf. Meas. & Eval. Strat for FCY Sec. Family, Children and Youth Section Performance Measurement and Evaluation Strategy Financial Codes / Codage financier: 0130-18044-15-500676-3704 -4010 — Amount / Montant: 22,000.00 The currency of this P.O. is - La devise de ce bon est : CAD	2015.07.23	2015.12.16	19138			13%	2,860.00	24,860.00

JUS 9200-11 (07/2006)

Requisition No. - Demande: Ord. Of - Bur. dem.: 19138; Yr - An: 15; Ser. No. - N° de série: 8715

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Dad

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner:

Clauses (1) and (2) below will form part of this
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☐ Contrat
Amendment ☒ Modification

Accounting Office Code / Code du bureau comptable: 19138

Requisition No - Demande: Ord. Off - Bur. deman 19138 | Yr. - An 15 | Ser. No - N° de série 8715

Page 1 of / de 2

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein / Destinataire au point de destination sauf si indiqué ci-bas.

Destination
EVALUATION DIVISION - CSB
DEPARTMENT OF JUSTICE CANADA
ATT: LUCIE FRENETTE (613-946-3830)
9031-275 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

Direct Inquiries to.
Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement

1913858715

Amendment No.-No de la modification: 1
Previous Value - Valeur précédente:
Inc./Decr. - Aug./Dim.:
Revised Value - Montant Révisé:

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

EVALUATION DIVISION - CSB
DEPARTMENT OF JUSTICE CANADA
ATT: LUCIE FRENETTE (613-946-3830)
9031-275 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No **E60ZT-120001/804/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/804/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. This amendment No: 1 is raised in order to change the due date for milestone No: 2 and extend the period of contract until January 31, 2016 inclusive, without increase the value of contract. In order to do so: DELETE:								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

JHG CONSULTING NETWORK INC
1640 BURRITTS RAPIDS ROAD
MERRICKVILLE ON K0G 1N0
CANADA
Phone: 613-269-2002

Vendor No - No du Fournisseur: 124188
Fax No - No de Télécopie: 613-269-4884

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.
Le fournisseur offre et consent de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

Date 09/12/15 Telephone No. - N° de téléphone 613-269-2002

☐ Your offer is accepted to the extent specified. Votre offre est acceptée aux conditions exposées dans les présentes.
☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.
☑ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/reconfirms the contract. Le fournisseur reconfirme par les présentes le contrat et qu'il l'accepte.

[redacted]

Title - Titre 09/12/15

State point of manufacture/shipping of goods or where service is to be performed
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR#: 10008715 ou Pièce

Signature Date

Total Estimated Cost / Coût global estimatif: $ 24,860.00

For the Minister - Réservé au Ministre

Dec 7/15

JUS 9200-11 (07/2006)

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	4. Term of Contract The period of the Contract is from date of award to December 16, 2015 inclusive. REPLACE WITH: 4. Term of Contract The period of the Contract is from July 23,2015 to January 31, 2016 inclusive. DELETE: 6.3.2 Schedule of Milestones Milestone 1: Receipt and acceptance of the draft PMES that includes a program profile, logic model, performance measurement strategy framework and evaluation strategy Due Date: no later than October 30, 2015 Milestone Amount: $11,000.00 + HST Milestone 2: Receipt and acceptance of the final PMES Due Date: no later than December 16, 2015 Milestone Amount: $11,000.00 + HST REPLACE WITH: 6.3.2 Schedule of Milestones Milestone 1: Receipt and acceptance of the draft PMES that includes a program profile, logic model, performance measurement strategy framework and evaluation strategy Due Date: no later than October 30, 2015 Milestone Amount: $11,000.00 + HST Milestone 2: Receipt and acceptance of the final PMES Due Date: no later than January 31, 2016. Milestone Amount: $11,000.00 + HST ALL OTHER TERMS AND CONDITINS REMAIN UNCHANGED. ***END OF AMENDMENT NO: 1***								
00010	**Perf. Meas. & Eval. Strat for FCY Sec.** **Family, Children and Youth Section Performance Measurement and Evaluation Strategy** Financial Codes / Codage financier: 0130-18044-15-500676-3704 -4010 — Amount / Montant: 22,000.00 The currency of this P.O. is - La devise de ce bon est : CAD	2015.07.23	2016.01.31	19138			13%	2,860.00	24,860.00

JUS 9200-11 (07/2006)

Requisition No. - Demande: Ord. Off - Bur. deman. 19138 | Yr. - An 15 | Ser. No - N° de série 8715

Page 2 of de 2

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code - Code du bureau comptable: 19402

Requisition No. - Demande: Ord. Off - Bur. deman. 19402 | Yr. - An. 15 | Ser. No - N° de série 8855

Page 1 of de 12

Destination

ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: / Adresser toutes demandes de renx. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinente compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1940258855

Amendment No.-No. de la modification

Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim.

Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   La "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/789/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/789/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/789/ZT 1. Security Requirement SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#14 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement,								

Solicitation closes - L'invitation à soumissionner prend fin la
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

n12 Consulting Corp.
346 SOMERSET ST W
OTTAWA ON K2P 0J9
CANADA

Phone: 613-667-5903

Vendor No.- No.du Fournisseur: 133406

Fax No.- No. de Télécopie: 866-897-2857

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, su ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

August 10, 2015
Date

613-667-5903
Telephone No. - N° de téléphone

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby [redacted] ontract.
Le fournisseur recon[redacted] prix connaissance du présent contrat et qu'il l'accepte.

[redacted]
Title - Titre

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

FA 10000[redacted]8855 [redacted] Date

Total Estimated Cost
Coût global estimatif
$ 24,238.50

For the Minister - Réservé au Ministre

JUS 9200-11 (07/2006)

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada / **Gouvernement du Canada**

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

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Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande: Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19402	19402	15	8855

Destination

ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

Page 1 of de 12

Inspection Agency - Chargé de l'inspection

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1940258855

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

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CANADA

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Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
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At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

n12 Consulting Corp.
346 SOMERSET ST W
OTTAWA ON K2P 0J9
CANADA

Phone: 613-667-5903

Vendor No.- No.du Fournisseur	Fax No.- No. de Télécopie
133406	866-897-2857

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Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature / Date / Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
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En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.

PR 1000018855 on file
Signature / Date

Total Estimated Cost / Coût global estimatif
$ 24,238.50

For the Minister - Réservé au Ministre

☐	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	
☐	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	
☐	Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature / Title - Titre

JUS 9200-11 (07/2006)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
b. Industrial Security Manual (Latest Edition).

2. Statement of Work
This bid solicitation is being issued for the requirement of Professional Services of one (1) Programmer / Analyst - Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions
2010B 2015-07-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of August 7, 2015 to September 30th, 2015.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	284 Wellington Street - EMB Room 1239 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 6.2 Project Authority The Project Authority for the Contract is: Danielle Holden Manager Information Solutions Branch Department of Justice Canada 275 Sparks Street Ottawa, Ontario K1A 0H8 Telephone: 613-355-2430 E-mail address: danielle.holden@justice.gc.ca The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 6.3 Contractor's Representative [redacted] 300-346 Somerset St. West Ottawa ON K2P 0J9 Telephone: 613-667-5903 Email: [redacted]@n12.ca 7.Payment 7.1 Basis of Payment - Limitation of Expenditure The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with Annex A - Statement of work to a limitation of expenditure of $21,450.00. Customs duties are included and Applicable Taxes are extra.								

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

7.1.1 Basis of Payment - Professional Fees
Resource: [redacted]
Per Diem rate: [redacted]
Level of Effort: [redacted] days

For the purpose of this Contract, one (1) day of effort corresponds to 7.5 hours a day.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed $21,450.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment - Multiple Payments
Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b. all such documents have been verified by Canada;
c. the Work delivered has been accepted by Canada.
7.4 Payment by Direct Deposit

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent

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necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8.Invoicing Instructions
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:
a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract.
Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply

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with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2015-07-03) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/789/ZT

12 Basis for Canada's Ownership of Intellectual Property
The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals
1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership
1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
(c) take back the Work and refund any part of the Contract Price that Canada has already paid.
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A - STATEMENT OF WORK

1.Tile:
Enterprise Data Management and BI Delivery

2. OBJECTIVE
The Business Applications Division within the ISB has a requirement for professional services to provide BI systems analysis and programming to support BI Delivery. We require a Programmer/Analyst Level II resource with experience in developing and implementing business intelligence solutions which ensure effective and efficient use of enterprise data. In addition, we require expertise to support and optimize the existing technical environment, application infrastructure and current, on-going business intelligence services.

3. Scope:
The scope of this contract is to bridge the contract from one vendor to another, ensure coverage on the project through the transition in support of the original SoW whose details are within this documents as well as to provide knowledge transfer to the new resource.

This initiative is responsible for applications, technical and business infrastructure for gathering, storing and providing access to subject area and integrated data from core departmental

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	systems. BI will enable better informed business decisions, improved consistency of management reporting, enhanced performance measurement capability and support to departmental planning requirements by providing application independent, integrated access to corporate data for key user groups. This will enhance self-sufficiency and improve timeliness for data collection and analysis, and information dissemination. The Enterprise Data Management and BI Delivery program are fundamental to promote improved data quality, consistency and accuracy. 4. Background The Information Solutions Branch (ISB) of the Department of Justice (JUS) is responsible for the management and implementation of the IM/IT program for the Department. ISB is in the process of implementing an Enterprise Data Management function which is the foundation for delivery of Business Intelligence (BI) services. BI delivery encompasses corporate data warehousing, subject area data marts, tools and support for data analysis and reporting. Requirements are documented in a BI Strategy and Roadmap which also provides strategic guidance to implement the business and technical environments to support the phased delivery of BI services to JUS. 5. Technical Environment JUS has a well-established and supported network and application infrastructure based, for the most part, on Microsoft technology and software components. - MS Office Suite 2007 and 2013 - Sybase Power Designer Enterprise Studio v.15 - SQL Server 2008 and 2012 - SQL Server 2008 BI tools SAS 9.4 version - MS SharePoint 6. Tasks: The contractor shall perform, at minimum, the following tasks: - Provide detailed technical and project knowledge transfer to the incoming contracted resource - Continue to support the project in the detailed work below through the period of the contract transition: - Work collaboratively with JUS and contract resources in development of BI specifications resulting from Enterprise Data Management program of work; - Define and analyze business and/or technical requirements for BI delivery; - Propose solutions and develop plans, including estimated level of effort, to carry out the plans; - Design, build and maintain Extract Transfer Load (ETL) processes, - Design, build and maintain Data Warehouse (DW) database,								

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	multi-dimensional cubes and BI reports; - Explore the structure and contents of a SAS data set and sort a SAS data sets. - Working with existing SAS data sets - Data Manipulation Techniques on SAS data set. - Security and SAS data/reports access permission - SAS 9.4 application troubleshooting when required - Verify the correctness and completeness of BI solutions by preparing test plans, sample data and performing unit and system tests; - Support testing and data validation during BI solution development and implementation phases; - Implement system enhancements; - Participate in ongoing technical and application support for the production environment; - Perform full SAS environment data flow and processes documentation - Perform knowledge transfer to JUS employees. 7. Deliverables: The contractor shall provide, at minimum, the following deliverables: - Knowledge transfer sessions and where applicable support the transition of the development of the following: o ETL processes; o DW data models and physical schema o DW database; o Multi-dimensional cubes; o BI pre-defined reports; o Functional and Technical design documentation; o BI solution troubleshooting procedures; 8. Reporting Requirements The contractor shall meet with the Technical Authority on a periodic basis and submit a monthly timesheet.								
00010	Programmer Analyst Level 2	2015.08.07	2015.09.30	19402			13%	2,788.50	24,238.50

Financial Codes / Codage financier	Amount / Montant
0130-12031-15-502278-3720 -4010	21,450.00

The currency of this P.O. is - La devise de ce bon est : CAD

Requisition No. - Demande

Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19402	15	8855

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

PAGE 01/02
N12 CONSULTING
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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses 1 and 2 below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal / Demande de proposition
- Contract / Contrat
- Amendment / Modification [X]

Accounting Office Code / Code du bureau comptable: 19402

Requisition No. - Demande: Ord. Off - Bur. comm. 19402 | Yr. - An. 15 | Ser. No - N° de série 8855

Page 1 of / de 2

Destination
ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: / Adresser toutes demandes de renseignements à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to this unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein, except where taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes provinciales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box:
Le numéro figurant dans cette case doit être inscrit dans toutes les factures, tous les connaissements et tous les bordereaux d'emballage.

1940258855

Amendment No. - No. de la modification: 1
Previous Value - Valeur précédente:
Increase - Augm.:
Revised Value - Montant Revisé:

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SBC Supply Arrangement Serial No. E60ZT-12D001/783/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux publics et Services gouvernementaux Canada, et portant le numéro de série E60ZT-12D001/783/ZT sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M-D	To - A Y-A M-D	Consignee Code / Code consignataire	Qty. / Quantité	Unit of Issue / Unité de délivrance	Fixed Unit Limit / Limite fixe	GST % / TPS %	GST Total / Total TPS	Total
	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. AMENDMENT 001 The purpose of this amendment is to extend the end date of the contract to December 31, 2015. In order to do so:									

Solicitation closes - L'invitation à soumissionner prend fin le / At - À: 00:00:00
On - Le:

Name and address of Vendor - Nom et adresse du fournisseur:
n12 Consulting Corp.
346 SOMERSET ST W
OTTAWA ON K2P 0J9
CANADA
Phone: 613-667-5903

Vendor No. - No. du Fournisseur: 133406
Fax No. - No. de Télécopie: 866-897-2857

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments herein, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer.
Le fournisseur consent par la présente à vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés aux présentes et sur toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and authorized to sign on behalf of Vendor (type or print) / Nom et autorisé à signer au nom du fournisseur (caractères d'imprimerie)

Oct 1/15 613-667-5903
Date / Telephone No. - N° de téléphone

[redacted]

- [ ] You are requested to supply the supplies detailed herein. / Nous vous demandons de fournir ce qui est précisé dans les présentes.
- [ ] Return this signed copy forthwith. / Prière de retourner immédiatement une copie dûment signée.

The Vendor / Le fournisseur [redacted] présent con

State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou endroit où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. / En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles: PR 100001885 on file

Signature / Date

Total Estimated Cost / Estimatif: 24,298.50

For the Minister - Pour le Ministre

JUS 6200-FT (07/2008)

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Min Limit) Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	DELETE: 5.1 Period of the Contract The Work is to be performed during the period of August 7, 2015 to September 30th, 2015. REPLACE BY: 5.1 Period of the Contract The Work is to be performed during the period of August 7, 2015 to December 31, 2015. All other terms and conditions remains unchanged. ****** END OF AMENDMENT 001 ******								
00040	**Programmer Analyst Level 2** Financial Codes / Codage financier: 0130-12031-15-502278-3720 -4010 — Amount / Montant: 21,450.00 The currency of this P.O. is - La devise de ce bon est : CAD	2015.08.07	2015.12.31	19402	[redacted]	[redacted]	13%	2,788.50	24,238.50

[redacted]

Requisition No. - Demande: Cmd. Off - Bur. dessen. 19402 / Yr. - An. 15 / Ser. No - N° de série 8855

Page 2 of de 2

AUS 0210-11 (07/2006)

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Page 1 of 11

From - Des

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of Solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal / Demande de proposition
Contract / Contrat [X]
Amendment / Modification

Accounting Office Code - Code du bureau comptable: 19147

Requisition No. - Demande: Ord. Qté - Bur. classif. 19147 | Yr. - An. 15 | Ser. no. - N° de série 8720

Destination
HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Champ de l'inspection

Consignee et destination (sauf spécifié ailleurs) / Destination au point de destination sauf indiqué ailleurs

Direct Inquiries to:
Adresser toutes demandes de renseignements à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, portering and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAD (franco tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated to the left.

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1914758720

Amendment No. - No. de la modification | Previous Value - Valeur précédente

Increase - Augmentation | Revised Value - Montant révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in ASC Supply Arrangement Serial No. E60ZT-120001/405/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC intervenu entre le fournisseur et la Couronne, représentée par le ministre de Travaux publics et Services gouvernementaux Canada, et portant le numéro de série E60ZT-120001/405/ZT sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A (M-D-J)	To - À Y-A (M-D-J)	Conditions Code / Code conditionnel	No. of Days / N° de jours	Fees Min. Limit / Taux/Vol. limite	GST% / %TPS	GST Total / Total TPS	Total
	Clauses du contrat subséquent E60ZT-120001/405/ZT 1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC No COMMON-PS-SRCL#3 1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de								

Solicitation closes - L'invitation à soumissionner prend fin à
H-A 00:00:00

On - Le

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies, services, services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au(x) prix y indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and address of Vendor - Nom et adresse du fournisseur

NCR ASSOCIATES
LES ASSOCIÉ(E)S DE LA RCN
605-130 RUE ALBERT
OTTAWA ON K1P 5G4
CANADA

Phone: 613-234-5686

Vendor No - Numéro Fournisseur: 109250

Fax No. - No. de Télécopie: 819-776-3787

25/8/16 613 234 5686
Telephone No. - N° de téléphone

conditions exposées dans les présentes.

You are requested to sell as indicated herein. Nous vous demandons fournir ce qui est prévu dans les présentes.

Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

State point of removal/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus :

F.O.B. - Point FAD: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Date: 25/08/16

Total Estimated Cost - Coût global estimatif: $ 22,571.75

For the Minister - Pour le Ministre

JUS 9200-1) (07/2009)

000137

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable: 19147

Requisition No. - Demande: Ord. Off - Bur. deman. 19147 | Yr. - An. 15 | Ser. No - N° de série 8720

Page 1 of de 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Destination

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

Direct inquiries to: / Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1914758720

Amendment No.-No. de la modification | Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/405/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/405/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	Clauses du contrat subséquent E60ZT-120001/405/ZT 1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC No COMMON-PS-SRCL#3 1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

NCR ASSOCIATES
LES ASSOCIÉ(E)S DE LA RCN
605-130 RUE ALBERT
OTTAWA ON K1P 5G4
CANADA
Phone: 613-234-5686

Vendor No.- No.du Fournisseur: 109250 | Fax No.- No. de Télécopie: 819-776-3787

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X

Signature | Date | Telephone No. - N° de téléphone

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 1000019720 on file Signature | Date 25/08/11

Total Estimated Cost / Coût global estimatif: $ 22,571.75

For the Minister - Réservé au Ministre
X DA Kaulte

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

X
Signature | Title - Titre

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vérification d'organisation désignée (VOD) en vigueur, délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC).
1.2 Les membres du personnel de l'entrepreneur ou de l'offrant devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la DSIC de TPSGC.
1.3Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de la DSIC de TPSGC.
1.4L'entrepreneur ou l'offrant doit respecter les dispositions :
a. de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B;
b. du Manuel de la sécurité industrielle (dernière édition).

2. Énoncé des travaux
L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".

3. Clauses et conditions uniformisées
Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.

4. Conditions générales
Les conditions générales 2010B (2015-07-03) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.

5. Durée du contrat

5.1 Période du contrat

Les travaux doivent être réalisés durant la période du 21 août 2015 au 31 mars 2016.

6. Responsables

6.1 Autorité contractante

L'autorité contractante pour le contrat est :

Mélanie Beauvais-Lefort
Agente des contrats
Ministère de la Justice Canada
284, rue Wellington
Ottawa (Ontario) K1A 0H8
Téléphone: 613-952-2243

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

Courriel: melanie.beauvais-lefort@justice.gc.ca

L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.

6.2 Chargé de projet

Le chargé de projet pour le contrat est :

Michel Brazeau
Directeur général
Direction générale des ressources humaines
275, rue Sparks
Ottawa (Ontario) K1A 0H8
Téléphone: 613-941-1867
Courriel: Michel.brazeau@justice.gc.ca

Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.

6.3 Représentant de l'entrepreneur

[redacted]
NCR Associates
130, rue Albert
Ottawa Ontario K1P 5G4
Téléphone : 613 - 234-5686
Courriel : ncr.rcn@qc.aira.com

En fournissant de l'information sur son statut en tant qu'ancien fonctionnaire touchant une pension en vertu de la Loi sur la pension de la fonction publique (LPFP), l' entrepreneur a accepté que cette information soit publiée sur les sites Web des ministères, dans le cadre des rapports de divulgation proactive des marchés, et ce, conformément à l'Avis sur la Politique des marchés : 2012-2 du Secrétariat du Conseil du Trésor du Canada.

7. Paiement

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

7.1 Base de paiement - limitation des dépenses (2013-04-25)
C0206C

L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 975.00$. Les droits de douane sont inclus et les taxes applicables sont en sus.

7.1.1 Base de paiement - frais professionnels

Ressources: [redacted]
Taux horaire : [redacted]
Heure maximum à effectuer : [redacted] heures

7.2 Limitation des dépenses
1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 975.00$. Les droits de douane sont inclus et les taxes applicables sont en sus.

2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme :
a. lorsque 75 p. 100 de la somme est engagée, ou
b. quatre (4) mois avant la date d'expiration du contrat, ou
c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux,
selon la première de ces conditions à se présenter.

3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.

7.3 Modalités de paiement

7.3.1 Paiement mensuel
Le Canada paiera l'entrepreneur chaque mois pour les travaux

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complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si :
a. une facture exacte et complète ainsi que tout autre document exigé par le contrat ont été soumis conformément aux instructions de facturation prévues au contrat;
b. tous ces documents ont été vérifiés par le Canada;
c. les travaux livrés ont été acceptés par le Canada.

7.4. Instructions relatives à la facturation

Les factures doivent être distribuées comme suit :
a) L'original et une (1) copie doivent être envoyés à l'adresse suivante pour attestation et paiement :
Carole Rice
Agente principale, Finances et administration
Ministère de la Justice Canada
Direction générale des ressources humaines
275, rue Sparks
Ottawa (Ontario) K1A 0H8
Téléphone : 613-293-2749
Courriel : carice@justice.gc.ca

7.4.1 Chaque demande de paiement doit comprendre les documents suivants à l'appui, s'il y a lieu :
a) Le numéro du contrat tel qu'indiqué sur la première page de ce présent document
b) Description du travail pour la période de paiement

7.5 Aucune obligation de payer pour des travaux non effectués en raison de la fermeture des bureaux du gouvernement
(a) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison de l'évacuation et de la fermeture de ces bureaux, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués sans l'évacuation ou la fermeture.
(b) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison d'une grève ou d'un lockout, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués s'il avait eu accès aux locaux.

8. Attestations - Conformité
Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la

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part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.

9. Lois applicables
Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminées par ces lois.
11. Ordre de priorité des documents
En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.
a. les articles de la convention;
b. les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne)
c. Annexe A, Énoncé des travaux;
d. Annexe B, Liste de vérification des exigences relatives à la sécurité (s'il y a lieu);
e. L'arrangement en matière d'approvisionnement E60ZT-120001/405/ZT
f. la soumission de l'entrepreneur

10 Fondement du titre du Canada sur les droits de propriété intellectuelle
Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartiendra au Canada, pour les motifs suivants :
- lorsque le matériel créé ou conçu se compose de matériel protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.

11. Traduction de la documentation
L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original. Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être causés par la traduction.

12. Remplacement d'individus spécifiques

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1. Si des individus spécifiques sont identifiés dans le contrat pour exécuter les travaux, l'entrepreneur doit fournir les services de ces individus, sauf s'il n'est pas en mesure de le faire pour des motifs indépendants de sa volonté.
2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individu spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir :
(a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et
(b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu.

L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat

13. Droit de propriété
1. Sauf disposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada.
2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notamment au moyen de paiements progressifs ou d'étape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada ni ne relève l'entrepreneur de son obligation d'exécuter les travaux conformément au contrat.
3. Malgré tout transfert du droit de propriété, l'entrepreneur est responsable de toute perte ou endommagement des travaux ou toute partie des travaux jusqu'à la livraison au Canada conformément au contrat. Même après la livraison, l'entrepreneur demeure responsable de toute perte ou endommagement causé par l'entrepreneur ou tout sous-traitant.
4. Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la demande du Canada, que ce titre est libre et quitte de tout privilège, réclamation, charge, sûreté ou servitude et signer les actes de transfert s'y rapportant et les autres documents

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nécessaires pour parfaire le titre qu'exige le Canada.

14. Responsabilité

L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses agents au Canada ou à tout tiers. Le Canada est responsable de tout dommage causé par lui-même, ses employés, ses agents à l'entrepreneur ou à tout tiers. Les parties conviennent qu'aucune disposition relative à la limitation de la responsabilité ou à des indemnités ne s'applique au contrat à moins d'être reproduite entièrement dans les articles de convention. Les dommages comprennent les blessures causées à des personnes (y compris les blessures entraînant le décès) ou la perte ou l'endommagement de biens (y compris les biens immobiliers) causés par ou durant l'exécution du contrat.

15. Atteinte aux droits de propriété intellectuelle et redevances.
1. L'entrepreneur déclare et garantit qu'au meilleur de sa connaissance, ni lui ni le Canada ne portera atteinte aux droits de propriété intellectuelle d'un tiers dans le cadre de l'exécution ou de l'utilisation des travaux, et que le Canada n'aura aucune obligation de verser quelque redevance que ce soit à quiconque en ce qui touche les travaux.

2. Si quelqu'un présente une réclamation contre le Canada ou l'entrepreneur pour atteinte aux droits de propriété intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'autre partie par écrit. En cas de réclamation contre le Canada, le procureur général du Canada, en vertu de la Loi sur le ministère de la Justice, L.R., 1985, ch. J-2, sera chargé des intérêts du Canada dans tout litige où le Canada est partie, mais il peut demander à l'entrepreneur de défendre le Canada contre la réclamation. Dans l'un ou l'autre des cas, l'entrepreneur convient de participer pleinement à la défense et à la négociation d'un règlement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation, y compris le montant du règlement. Les deux parties conviennent de ne régler aucune réclamation avant que l'autre partie n'ait d'abord approuvé le règlement par écrit.

3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que :
(a) le Canada a modifié les travaux ou une partie des travaux sans le consentement de l'entrepreneur ou il a utilisé les travaux ou une partie des travaux sans se conformer à l'une des exigences du contrat; ou
(b) le Canada a utilisé les travaux ou une partie des travaux avec un produit qui n'a pas été fourni par l'entrepreneur en vertu du contrat (à moins que l'utilisation ne soit décrite dans le contrat

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ou dans les spécifications du fabricant); ou
(c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou
(d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente déclaration dans son contrat avec le fournisseur de cet équipement ou de ce logiciel : " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni en vertu du contrat enfreint les droits de propriété intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et paiera tous les coûts, dommages et frais juridiques connexes ". L'entrepreneur est responsable d'obtenir cette garantie du fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada.

4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété intellectuelle, l'entrepreneur doit adopter immédiatement l'un des moyens suivants :
(a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreinte; ou
(b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant à ce que les travaux respectent toujours les exigences du contrat; ou
(c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée.
Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en #uvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreinte(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que celui-ci a engagés pour obtenir ce droit.

ANNEXE A - ÉNONCÉ DES TRAVAUX (EDT)

1. TITRE
Dotation des postes de direction et Services d'évaluation du leadership

2. OBJECTIFS
Effectuer une évaluation du leadership et fournir des services de

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

dotation pour plusieurs postes de direction clés au sein de la Direction générale des ressources humaines

3. ÉNONCÉ CONTEXTUEL
À la suite des départs récents et en vue des départs à la retraite à venir, bon nombre de postes clés au sein de la DGRH sont vacants ou vont l'être prochainement. Il est impératif que ces postes soient dotés rapidement et, par conséquent, les services d'un consultant externe sont requis pour effectuer ce travail en collaboration avec le DG de la Direction générale des ressources humaines.

4. PORTÉE
A) Identifier les processus de dotation au sein des autres organisations pour lesquels des bassins de candidats ont été créés, et communiquer avec ces ministères pour déterminer la disponibilité des candidats de ces bassins.
B) Communiquer avec les personnes identifiées pour vérifier leur intérêt et leur disponibilité.
C) Élaborer une liste finale de candidats.
D) Consulter le DG au sujet des exigences essentielles et développer des outils d'évaluation.
E) Veiller à ce que toute la documentation à l'appui des décisions de dotation soit élaborée conformément à la Loi sur l'emploi dans la fonction publique (LEFP) et au Règlement sur l'emploi dans la fonction publique (REFP).

5. TÂCHES / SERVICES DÉTAILLÉS
A) La recherche préliminaire et l'analyse de la disponibilité des réserves de candidats et/ou candidates pour des postes particuliers
B) Le recrutement et l'examen préliminaire des candidats et/ou candidates potentiels afin de créer une liste des candidats ou candidates pré-qualifiées
C) Les négociations avec les candidats et/ou candidates potentiels, au besoin
D) L'élaboration d'un questionnaire afin d'obtenir des références de candidats et/ou candidates avant la nomination
E) Prise de références structurés afin de valider le cheminement de carrière, l'historique de rendement antérieur, les compétences, les habiletés démontrés et s'il y a lieu les écarts
F) Du soutien aux membres du comité de sélection, en cas de contestation du résultat du processus de sélection
G) La préparation des dossiers de dotation en conformité avec les actes et règlements relatifs aux dotations.

6. PRODUITS LIVRABLES ET CRITÈRES D'ACCEPTATION

Tous les services seront offerts dans la RCN. Le consultant sera

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	chargé de chaque processus individuel, et des échéances pour chacun d'eux seront fixées avec le DG de la Direction générale des ressources humaines. L'entrepreneur fournira ce qui suit au DG : - une liste finale des candidats potentiels qui satisfont à l'ensemble des critères/compétences convenus découlant des consultations menées auprès des autres ministères, des examens des bassins existants, etc.; - un modèle d'outil d'évaluation qui satisfait aux exigences des nouvelles compétences clés en leadership; - un questionnaire de référence provisoire, aux fins d'approbation; - des questionnaires de référence remplis en fonction des résultats des contacts pris avec les références fournies par les candidats; - du soutien pour le processus d'entrevue; - la documentation requise à l'appui des décisions de dotation prises pour le dossier de nomination. ANNEXE B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)								
00010	Prise de références	2015.08.21	2016.03.31	19147			13%	2,596.75	22,571.75

Financial Codes / Codage financier	Amount / Montant
0130-19051-15--3750 -4060	19,975.00

The currency of this P.O. is - La devise de ce bon est : CAD

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s.19(1)

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-301-9709
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☒ Contrat
Amendment ☐ Modification

Accounting Office Code / Code du bureau comptable: 19278

Requisition No. - Demande: Ord. Off - Bur. deman. 19278 | Yr. - An. 15 | Ser. No - N° de série 8963

Destination
YOUTH JUSTICE & S I
DEPARTMENT OF JUSTICE CANADA
ATT: NATHALIE LEGAULT 613-954-3431
1462 360 ALBERT ST 14TH FLOOR
OTTAWA ON K1A 0H8
CANADA

Page 1 of / de 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: / Adresser toutes demandes de renseignements à :
COCONETU, TRAIAN
613-301-9709

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the 'Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1927858963

Amendment No. -No. de la modification | Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

YOUTH JUSTICE & S I
DEPARTMENT OF JUSTICE CANADA
ATT: NATHALIE LEGAULT 613-954-3431
1462 360 ALBERT ST 14TH FLOOR
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/150/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/150/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	CONTRACT DOCCUMENTS The following documents shall form part of this contract: 1) The ProServices Supply Arrangement Number E60ZT-120001/150/ZT, included all clauses terms and conditions. 2) The Vendor Submission entitled ''Organizational Development Consultant- level 3'' dated August 14,2015. 3) The Annexes of the Contract.								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres en vente.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR#10000183 Signature signed Date

Total Estimated Cost / Coût global estimatif: $ 24,636.83

For the Minister / Réservé au Ministre: Aug 31, 15

Name and address of Vendor - Nom et adresse du fournisseur

ALTIS HR
300-102 BANK ST
OTTAWA ON K1P 5N4
CANADA
Phone: 613-230-5393

8/31/2015 6132305350
Date Téléphone No. - N° de téléphone

Vendor No - No du Fournisseur: 123940
Fax No. - No. de Télécopie: 613-230-1623

☒ Your offer is accepted to the extent specified herein. / Votre offre est acceptée aux conditions exposées dans les présentes.
☐ You are requested to supply as indicated herein. / Nous vous demandons de fournir ce qui est précisé dans les présentes.
☒ Return the signed copy forthwith. / Prière de retourner immédiatement une copie dûment signée.

JUS 9200-11 (07/2006)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

CONTRACT CLAUSES

The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).

The following clauses and conditions apply to and form part of the present contract:

1 Security Requirements

The following security requirements (SRCL and related clauses) apply and form part of the Contract.

1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2

1.The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2.The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

3.Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4.The Contractor/Offeror must comply with the provisions of the:

a.Security Requirements Check List, attached at Annex A;
b.Industrial Security Manual (Latest Edition).

2 Statement of Work

This Contract is being issued for the requirement of Professional Services of one (1) Organizational Development Consultant- level 3 for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex "A" Statement of Work.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number,

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	date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 3.1 General Conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. 4 Term of Contract 4.1 Period of the Contract The Work is to be performed during the period of Contract award to September 28,2015. 5 Authorities 5.1 Contracting Authority The Contracting Authority for the Contract is: Contact Name: Traian Coconetu Telephone: 613-301-9709 E-mail address: traian.coconetu@justice.gc.ca Department Name and Address: Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Canada The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 5.2 Project Authority The Project Authority for the Contract is: Contact Name: Claire Farid Telephone: (613) 948-3477 E-mail address: claire.farid@justice.gc.ca								

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s.19(1)
s.20(1)(c)

Item Article	Description	From - De Y-A M-M D-J	To - À Y-A M-M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Vat. Limite	GST% %TPS	GST Total Total TPS	Total
	Department Name and Address: Justice Canada 360 Albert Street Ottawa, Ontario K1A 0H8 Canada The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 5.3 Contractor's Representative The Contractor's Representative for the Contract is: Contact Name: Telephone: (613) 230-5350 E-mail address: @altisprofessional.com Organisation Name and Address: Altis Professional Recruitement 102 Bank Street, 4th floor Ottawa, Ontario K1P 5N4 Canada 6 Payment 6.1 Basis of Payment- Firm Unit Price In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. 6.2 Basis of Payment- Professional Fees Resource 1: Per Diem Rate: Level of Effort: up to a maximum of days								

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s.19(1)
s.20(1)(c)

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	Resource 2: [redacted] Per Diem Rate: [redacted] Level of Effort: up to a maximum of [redacted] days. For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked 6.3 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work. 6.4 Limitation of Expenditure 1. Canada's total liability to the Contractor under the Contract must not exceed $ 21,802.50. Customs duties are include and Applicable Taxes are extra. 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 7 Method of Payment 7.1 Terms of Payment-Single Payment								

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	Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a.an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b.all such documents have been verified by Canada; c.the Work delivered has been accepted by Canada. 7.2 Payment by Direct Deposit Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter. 8 Accounts and Audit 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual								

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	performing any part of the Work. 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract. 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right. 9 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request. 10 Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by: a. A copy of time sheets to support the time claimed Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment. 11 No Responsibility to Pay for Work not performed due to Closure of Government Offices (a) Where the Contractor, its employees, subcontractors, or agents								

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are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;
(b) the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity);
(c) Annex A, Statement of Work;
(d) Annex B, Security Requirements Check List;
(e) Supply Arrangement Number E60ZT-120001/150/ZT ; and
(f) the Contractor's bid dated August 14,2015.

15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the

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Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

17 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party.

Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taxe/Val. limite	GST% %TPS	GST Total Total TPS	Total

Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

18 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately.

If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim.

In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so. LIST OF ANNEXES (See documents attached) 1) ANNEX "A"- STATEMENT OF WORK 2) ANNEX "B"- SECURITY REQUIREMENTS CHECK LIST 3) ANNEX "C" -RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM								
00010	Organizational Structure/Classification Financial Codes / Codage financier: 0130-74000-15--3750 -1100 Amount / Montant: 21,802.50 The currency of this P.O. is - La devise de ce bon est : CAD	2015.07.29	2015.09.27	19278	[redacted]	[redacted]	13%	2,834.33	24,636.83

JUS 9200-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. doman. 19278 | Yr. - An. 15 | Ser. No - N° de série 8963

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

13-1

s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-301-9709
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☐ Contrat
Amendment ☒ Modification

Accounting Office Code / Code du bureau responsable: 19278
Requisition No. - Demande: Ord. Qtr - Bur. demande 19278 . Yr. - An 15 Ser. No. - N° de série 8963

Page 1 of / de 2

Inspection Agency - Charge de l'inspection

Consignee at destination unless specified herein / Consignataire au point de destination sauf si indiqué ci-bas.

Destination
YOUTH JUSTICE & S I
DEPARTMENT OF JUSTICE CANADA
ATT: NATHALIE LEGAULT 613-954-3431
1462 360 ALBERT ST 14TH FLOOR
OTTAWA ON K1A 0H8
CANADA

Direct inquiries to / Adresser toutes demandes de renseignements à :
COCONETU TRAIAN
613-301-9709

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices, (GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box
1927858963

Amendment No. - N° de la modification: 1
Previous Value - Valeur précédente:
Inc./Dec. - Aug./Dim.:
Revised Value - Montant révisé:

Invoices - Original and two copies are to be sent to / Factures - Remplir et envoyer l'original et deux copies à :
YOUTH JUSTICE & S I
DEPARTMENT OF JUSTICE CANADA
ATT: NATHALIE LEGAULT 613-954-3431
1462 360 ALBERT ST 14TH FLOOR
OTTAWA ON K1A 0H8
CANADA

1 The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.

2 The terms and Conditions set out in SBC Supply Arrangement Serial No. **E60ZT-120001/150/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/150/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Met. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	The following line items shown in bold are now or changed. Les articles en caractères gras sont les articles modifiés. Amendment 001 This amendment is raised in order to extend the period of contract until December 31, 2015 without increase the value of Contract. In order to do so,								

Solicitation closes - L'invitation à soumissionner prend fin le / At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur
ALTIS HR
300-102 BANK ST
OTTAWA ON K1P 5N4
CANADA
Phone: 613-230-5393

Vendor No. - No du Fournisseur: 123960
Fax No. - No. de Télécopie: 613-230-1623

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents annexés, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au(x) prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

6132305350 x
Telephone No. - N° de téléphone

☒ Your offer is accepted to the extent specified herein. / Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. / Nous vous demandons de fournir ce qui est précisé dans les présentes.

☑ Return the signed copy forthwith / Prière de retourner immédiatement une copie dûment signée.

State point of destination/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. - Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.

PR#10000789963 ou F&C / Date

Total Estimated Cost / Coût global estimatif: $ 24,636.83

For the Minister - Pour le Ministre: Sept 25/15

JUS 9200-11 (07/2004)

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees (Val. Limit) Taux(Val. limite	GST% %TPS	GST Total Total TPS	Total
	DELETE: 4 Term of Contract 4.1 Period of the Contract The Work is to be performed during the period of Contract award to September 28, 2015. REPLACE WITH: 4 Term of Contract 4.1 Period of the Contract The Work is to be performed during the period from August 31, 2015 to December 31, 2015. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.								
00010	**Organizational Structure/Classification** Financial Codes / Codage financier: 0130-74000-15--3750 -1100 Amount / Montant: 21,802.50 The currency of this P.O. is - La devise de ce bon est : CAD	2015.08.31	2015.12.31	19278			13%	2,834.33	24,636.83

JUS 8200-11 (07/2005)

Requisition No. - Demande
Ord. Off - Bur. demon: 19278 | Yr. - An.: 15 | Ser. No - Nº de série: 8963

Page 2 of / de 2

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below are form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal / Demande de proposition
Contract / Contrat [X]
Amendment / Modification

Accounting Office Code - Code du bureau comptable: 19147

Destination:
HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

Requisition No. - Demande

Cod. Off - Bur. destin.	Yr. - An.	Sen. No. - N° de série
19147	15	8725

Page 1 of / de 10

Inspection Agency - Bureau de l'inspection

Consignee at destination - Destinataire au point de destination

Direct inquiries to:
Adresser toutes demandes de renseignements à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from the prices. GST is extra to applicable to the total estimated cost. Prices include packing, packaging and the F.O.B. (including all delivery charges) destination(s) specified herein, municipal taxes are not applicable, the provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise canadienne compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix indiqués. La TPS applicable aux prix indiqués est en sus. La TPS est indiquée dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box.

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'emballage.

1914758725

Amendment No. and dat. of modification / Numéro et date de la modification

Previous Value - Valeur précédente

Net Change - Nouv Mont

Revised Value - Montant révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir en original et deux copies à :

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SAC Supply Arrangement dated no. **E60ZT-120001/041/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'AAC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux publics et Services gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/041/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-M-D-J	To - À Y-M-D-J	Contingent Code Code conditionnelle	No. of Days N° de jours	Firm Unit Cost Tarif/Un. ferme	GST% TPS	GST Total Total TPS	Total
	Clauses du contrat subséquent E60ZT-120001/041/ZT 1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC No COMMON-PS-SRCL#2 1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de								

Solicitation closed - L'invitation à soumissionner prend fin le
M - A 05-05-05

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

EXCELLENCE RHR CONSULTATION INC.
50 RUE DES MONTAGNAIS
GATINEAU QC J9J 1G2
CANADA

Phone: 819-778-7946

Vendor No. - No du fournisseur: 142633

Fax No. - No de télécopieur: 819-778-3978

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. This offer is a request for proposal by a proposed supplier who is considered as an offer to sell.

Le fournisseur offre et consent de vendre au Ministre, aux modalités stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans tout autre annexe ci-jointes, au prix ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature / Date / Telephone No. - N° de téléphone

- [ ] Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions spécifiées dans les présentes.
- [ ] You are requested to supply as indicated herein. Nous vous demandons de livrer tel que stipulé dans les présentes.
- [ ] Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

State terms of transportation, quote separately if service charges are to be paid. Indiquer les frais de transport ou s'il y a lieu de facturer des frais, les calculer à part aux fins de paiement.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.

Signature: [redacted] Date: 4/9/15

Total Estimated Cost / Coût global estimatif: $ 21,696.00

For the Minister / Pour le Ministre: [redacted]

[redacted]

4 Sept 2015

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable: 19147

Requisition No. - Demande: Ord. Off - Bur. deman. 19147 | Yr. - An. 15 | Ser. No - N° de série 8725

Page 1 of de 10

Destination

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1914758725

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/841/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/841/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Clauses du contrat subséquent E60ZT-120001/841/ZT 1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC No COMMON-PS-SRCL#2 1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

EXCELLENCE RHR CONSULTATION INC.
50 RUE DES MONTAGNAIS
GATINEAU QC J9J 1G2
CANADA

Phone: 819-778-7946

Vendor No.- No.du Fournisseur: 142633

Fax No.- No. de Télécopie: 819-778-3978

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature | Date | Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Signature: [signature] Date: 4/9/15

Total Estimated Cost
Coût global estimatif: $ 21,696.00

For the Minister - Réservé au Ministre

x [signature]

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.
☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature | Title - Titre

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vérification d'organisation désignée (VOD) en vigueur, délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC).
1.2 Les membres du personnel de l'entrepreneur ou de l'offrant devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la DSIC de TPSGC.
1.3 Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de la DSIC de TPSGC.

1.4 L'entrepreneur ou l'offrant doit respecter les dispositions :

a. de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B;
b. du Manuel de la sécurité industrielle (dernière édition).

2. Énoncé des travaux
L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".

3. Clauses et conditions uniformisées
Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.

4. Conditions générales
Les conditions générales 2010B (2015-09-03) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.

5. Durée du contrat

5.1 Période du contrat

Les travaux doivent être réalisés durant la période du 4 septembre 2015 au 31 mars 2016.

6. Responsables

6.1 Autorité contractante

L'autorité contractante pour le contrat est :

Mélanie Beauvais-Lefort
Agente des contrats
Ministère de la Justice Canada
284, rue Wellington

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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Ottawa (Ontario) K1A 0H8
Téléphone: 613-952-2243
Courriel: melanie.beauvais-lefort@justice.gc.ca
L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.

6.2 Chargé de projet

Le chargé de projet pour le contrat est :

Michel Brazeau
Directeur général
Direction générale des ressources humaines
275, rue Sparks
Ottawa (Ontario) K1A 0H8
Téléphone: 613-941-1867
Courriel: Michel.brazeau@justice.gc.ca

Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.

6.3 Représentant de l'entrepreneur

[redacted]
Excellence RHR Consulations Inc.
50, rue des Montagnais
Gatineau (Québec) J9J 1G2
Téléphone : 819-778-7946
Courriel : [redacted]@videotron.ca

En fournissant de l'information sur son statut en tant qu'ancien fonctionnaire touchant une pension en vertu de la Loi sur la pension de la fonction publique (LPFP), l' entrepreneur a accepté que cette information soit publiée sur les sites Web des ministères, dans le cadre des rapports de divulgation proactive des marchés, et ce, conformément à l'Avis sur la Politique des marchés : 2012-2 du Secrétariat du Conseil du Trésor du Canada.

7. Paiement

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	7.1 Base de paiement - limitation des dépenses (2011-05-16) C0206C L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 200.00 $ Les droits de douane sont inclus et les taxes applicables sont en sus. 7.1.1 Base de paiement - frais professionnels Ressource: [redacted] Taux horaire : [redacted] Heure maximum à effectuer : [redacted] heures 7.2 Limitation des dépenses 1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 $. Les droits de douane sont inclus et les taxes applicables sont en sus. 2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme : a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (4) mois avant la date d'expiration du contrat, ou c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter. 3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard. 7.3 Modalités de paiement 7.3.1 Paiement mensuel Le Canada paiera l'entrepreneur chaque mois pour les travaux complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si :								

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a. une facture exacte et complète ainsi que tout autre document exigé par le contrat ont été soumis conformément aux instructions de facturation prévues au contrat;
b. tous ces documents ont été vérifiés par le Canada;
c. les travaux livrés ont été acceptés par le Canada.

7.4. Instructions relatives à la facturation

Les factures doivent être distribuées comme suit :

a) L'original et une (1) copie doivent être envoyés à l'adresse suivante pour attestation et paiement :

Carole Rice
Agente principale, Finances et administration
Ministère de la Justice Canada
Direction générale des ressources humaines
275, rue Sparks
Ottawa (Ontario) K1A 0H8
Téléphone : 613-293-2749
Courriel : carice@justice.gc.ca

7.4.1 Chaque demande de paiement doit comprendre les documents suivants à l'appui, s'il y a lieu :
a) Le numéro du contrat tel qu'indiqué sur la première page de ce présent document
b) Description du travail pour la période de paiement

7.5 Aucune obligation de payer pour des travaux non effectués en raison de la fermeture des bureaux du gouvernement

(a) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison de l'évacuation et de la fermeture de ces bureaux, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués sans l'évacuation ou la fermeture.

(b) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison d'une grève ou d'un lockout, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués s'il avait eu accès aux locaux.

8. Attestations - Conformité
Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et

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pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.

9. Lois applicables
Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminées par ces lois.
11. Ordre de priorité des documents
En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.
a. les articles de la convention;
b. les conditions générales 2010B (2015-09-03) conditions générales - services professionnels (complexité moyenne)
c. Annexe A, Énoncé des travaux;
d. Annexe B, Liste de vérification des exigences relatives à la sécurité (s'il y a lieu);
e. L'arrangement en matière d'approvisionnement E60ZT-120001/841/ZT
f. la soumission de l'entrepreneur en date du 4 septembre 2015

10. Fondement du titre du Canada sur les droits de propriété intellectuelle
Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartiendra au Canada, pour les motifs suivants :
- lorsque le matériel créé ou conçu se compose de matériel protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.

11. Traduction de la documentation
L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original. Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être causés par la traduction.

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12. Remplacement d'individus spécifiques
1. Si des individus spécifiques sont identifiés dans le contrat pour exécuter les travaux, l'entrepreneur doit fournir les services de ces individus, sauf s'il n'est pas en mesure de le faire pour des motifs indépendants de sa volonté.
2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individu spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir :
(a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et
(b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu.
L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat

13. Droit de propriété
1. Sauf disposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada.
2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notamment au moyen de paiements progressifs ou d'étape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada ni ne relève l'entrepreneur de son obligation d'exécuter les travaux conformément au contrat.
3. Malgré tout transfert du droit de propriété, l'entrepreneur est responsable de toute perte ou endommagement des travaux ou toute partie des travaux jusqu'à la livraison au Canada conformément au contrat. Même après la livraison, l'entrepreneur demeure responsable de toute perte ou endommagement causé par l'entrepreneur ou tout sous-traitant.
4. Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la demande du Canada, que ce titre est libre et quitte de tout privilège, réclamation, charge, sûreté ou servitude et signer les

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actes de transfert s'y rapportant et les autres documents nécessaires pour parfaire le titre qu'exige le Canada.

14. Responsabilité

L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses agents au Canada ou à tout tiers. Le Canada est responsable de tout dommage causé par lui-même, ses employés, ses agents à l'entrepreneur ou à tout tiers. Les parties conviennent qu'aucune disposition relative à la limitation de la responsabilité ou à des indemnités ne s'applique au contrat à moins d'être reproduite entièrement dans les articles de convention. Les dommages comprennent les blessures causées à des personnes (y compris les blessures entraînant le décès) ou la perte ou l'endommagement de biens (y compris les biens immobiliers) causés par ou durant l'exécution du contrat.

15. Atteinte aux droits de propriété intellectuelle et redevances.
1. L'entrepreneur déclare et garantit qu'au meilleur de sa connaissance, ni lui ni le Canada ne portera atteinte aux droits de propriété intellectuelle d'un tiers dans le cadre de l'exécution ou de l'utilisation des travaux, et que le Canada n'aura aucune obligation de verser quelque redevance que ce soit à quiconque en ce qui touche les travaux.
2. Si quelqu'un présente une réclamation contre le Canada ou l'entrepreneur pour atteinte aux droits de propriété intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'autre partie par écrit. En cas de réclamation contre le Canada, le procureur général du Canada, en vertu de la Loi sur le ministère de la Justice, L.R., 1985, ch. J-2, sera chargé des intérêts du Canada dans tout litige où le Canada est partie, mais il peut demander à l'entrepreneur de défendre le Canada contre la réclamation. Dans l'un ou l'autre des cas, l'entrepreneur convient de participer pleinement à la défense et à la négociation d'un règlement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation, y compris le montant du règlement. Les deux parties conviennent de ne régler aucune réclamation avant que l'autre partie n'ait d'abord approuvé le règlement par écrit.
3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que :
(a) le Canada a modifié les travaux ou une partie des travaux sans le consentement de l'entrepreneur ou il a utilisé les travaux ou une partie des travaux sans se conformer à l'une des exigences du contrat; ou
(b) le Canada a utilisé les travaux ou une partie des travaux avec un produit qui n'a pas été fourni par l'entrepreneur en vertu du contrat (à moins que l'utilisation ne soit décrite dans le contrat ou dans les spécifications du fabricant); ou

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(c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou
(d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente déclaration dans son contrat avec le fournisseur de cet équipement ou de ce logiciel : " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni en vertu du contrat enfreint les droits de propriété intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et paiera tous les coûts, dommages et frais juridiques connexes ".
L'entrepreneur est responsable d'obtenir cette garantie du fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada.
4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété intellectuelle, l'entrepreneur doit adopter immédiatement l'un des moyens suivants :
(a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreinte; ou
(b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant à ce que les travaux respectent toujours les exigences du contrat; ou
(c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée.
Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en #uvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreinte(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que celui-ci a engagés pour obtenir ce droit.

ANNEX A - ÉNONCÉ DES TRAVAUX (EDT)

1. INTRODUCTION
La direction générale des ressources humaines de Justice Canada requiert les services d'un consultant chevronné dans le domaine de la gestion des ressources humaines stratégiques et opérationnelles pour fournir d'avis et conseils pour le directeur général et son équipe de gestion.

2. MANDAT ET EXIGENCES

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	La direction générale des ressources humaines offre des services stratégiques et opérationnels au sous-ministre de Justice Canada et aux membres du comité exécutif du ministère pour l'ensemble des opérations ministérielles. 2.1. EXIGENCES Le DG RH a un besoin immédiat d'un consultant chevronné bilingue ayant des compétences qui combinent une connaissance et expérience approfondie de la gestion des ressources humaines. Le consultant assistera le DG RH et son équipe de gestion pour fournir des avis et conseils dans la résolution de dossiers stratégiques et opérationnels, dans l'établissement d'une culture organisationnelle axée sur le service et l'amélioration de la performance organisationnelle afin d'atteindre les résultats de la direction générale des ressources humaines afin de desservir à la fois le quartier général et les bureaux régionaux d'une façon cohérente et offrant des services de même qualité pour l'ensemble des clients. 3. CONTENU DU TRAVAIL Le travail aura pour objet: 1. La prestation d'avis et conseils stratégiques et opérationnels en matière de gestion des ressources humaines. 2. La prestation d'avis et conseils en matière de gestion de la direction générale des ressources humaines. 3. La prestation d'avis et conseils ainsi que la facilitation de retraite ou comité de gestion. 4. LIEU DE TRAVAIL Le travail se fera principalement à Ottawa, Ontario. 5. LANGUE DE TRAVAIL Le consultant devra fournir les services dans les deux langues officielles auprès du DG RH et de son équipe de gestion. Les documents pourront être fournis soit en français et/ ou en anglais. ANNEX B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)								
00010	Strategic HR Management	2015.09.04	2016.03.31	19147			13%	2,496.00	21,696.00
	Financial Codes / Codage financier: 0130-19051-15--3750 -4060 — Amount / Montant: 19,200.00								
	The currency of this P.O. is - La devise de ce bon est : CAD								

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Requisition No. - Demande: Ord. Off - Bur. deman. 19147 | Yr. - An. 15 | Ser. No - N° de série 8725

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s.19(1)

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Dod

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal [ ] Demande de proposition
Contract [X] Contrat
Amendment [ ] Modification

Accounting Office Code / Code du bureau comptable: 19399

Requisition No. - Demande: Ord. Off - Bur. demun. 19399 | Yr. - An. 15 | Sec. No - N° de série 9386

Destination
CORPORATE PLANNING, REPORTING & RIS
DEPARTMENT OF JUSTICE CANADA
ATT: RACHELLE MATTE (613-952-3858)
284 WELLINGTON STREET
OTTAWA ON K1A 0H8
CANADA

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Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: Adresser toutes demandes de renseignements à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix indiqués. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1939959386

Amendment No. - No. de la modification | Previous Value - Valeur précédente

Inc./Decr. - Aug./Diim. | Revised Value - Montant Revisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

CORPORATE PLANNING, REPORTING & RIS
DEPARTMENT OF JUSTICE CANADA
ATT: RACHELLE MATTE (613-952-3858)
284 WELLINGTON STREET
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/332/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/332/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/332/ZT 1. Security Requirement SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement,								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

CACHE CONSULTING CORPO.
1502-275 SLATER ST
OTTAWA ON K1P 5H9
CANADA

Phone: 613-563-2579

Vendor No. - No du Fournisseur: 113814
Fax No. - No. de Télécopie: 613-563-2579

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au(x) prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
N

X

Nov.3.2015
Date

613-5632579
Telephone No. - N° de téléphone

[ ] ...spted to the ...rein. / ...ccepté aux ...ées dans les

[ ] You are requested to supply as indicated herein. / Nous vous demandons de fournir ce qui est précisé dans les présentes.

[ ] Return the signed copy forthwith. / Prière de retourner immédiatement une copie dûment signée.

X

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être fournis.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

FM10000193986 on file
Signature | Date

Total Estimated Cost / Coût global estimatif: $ 24,992.78

For the Minister - Réservé au Ministre

Hélène Beauvais-Lefort

...contract.
...pris connaissance du présent contrat et ...s ci-incorporés.

JUS 9200-11 (07/2008)

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	[ ]	Demande de proposition
Contract	[X]	Contrat
Amendment	[ ]	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande		
	Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19399	19399	15	9386

Destination

CORPORATE PLANNING, REPORTING & RIS
DEPARTMENT OF JUSTICE CANADA
ATT: RACHELLE MATTE (613-952-3858)
284 WELLINGTON STREET
OTTAWA ON K1A 0H8
CANADA

Page 1 of de 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1939959386

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

CORPORATE PLANNING, REPORTING & RIS
DEPARTMENT OF JUSTICE CANADA
ATT: RACHELLE MATTE (613-952-3858)
284 WELLINGTON STREET
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/332/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/332/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/332/ZT 1. Security Requirement SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement,								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

CACHE CONSULTING CORPO.
1502-275 SLATER ST
OTTAWA ON K1P 5H9
CANADA

Phone: 613-563-2579

Vendor No.- No.du Fournisseur	Fax No.- No. de Télécopie
113814	613-563-2579

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X

Signature | Date | Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 100001938 6 on file

Signature | Date

Total Estimated Cost
Coût global estimatif
$ 24,992.78

For the Minister - Réservé au Ministre

Hélène Beauvais Lefort

[ ] Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

[ ] You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

[ ] Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

X

Signature | Title - Titre

JUS 9200-11 (07/2006)

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
a. Security Requirements Check List
b. Industrial Security Manual (Latest Edition).

2. Statement of Work
This bid solicitation is being issued for the requirement of Professional Services of two (2) ERP Functional Analyst - Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions
2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of November 4th, 2015 to March 31, 2016.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Claudie Besner
Manager
Finance and Planning Branch
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8
Telephone: 613-290-0181
E-mail address: claudie.besner@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
Cache Consulting
1502-275 Slater Street
Ottawa, Ontario K1P 5H9
Telephone: 613-563-2579
Email: [redacted]@cacheconsulting.ca

7.Payment

7.1 Basis of Payment - Limitation of Expenditure

7.1.1 Basis of Payment - Professional Fees
Resources: [redacted]

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s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Per Diem Rate: [redacted] Level of Effort: up to a maximum of [redacted] days (Distribution to be determined) 7.2 Limitation of Expenditure 1. Canada's total liability to the Contractor under the Contract must not exceed $22,117.50. Customs duties are included and Applicable Taxes are extra. 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. 7.4 Payment by Direct Deposit Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.								

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8.Invoicing Instructions
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:
a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract.
Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limile	GST% %TPS	GST Total Total TPS	Total

10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/332/ZT
e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property
The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation
The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals
1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership
1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability
The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

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(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
(c) take back the Work and refund any part of the Contract Price that Canada has already paid.
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A - STATEMENT OF WORK

1. Title
ERP Functional Analysts Level 3 - Funds Management Module (SAP)

2. OBJECTIVE
Assessment, redesign and configuration of FM Module for the Department of Justice

3 Scope:
The scope of the work will include the AVC Derivation Strategy for Control Objects (FMAVCDERIAO), the Derivation strategy for budget accounts (FMDERIBO), and the derivation strategy for FM document entries (FMDERIVE).

4. Tasks:
Conduct a review of the current steps within the AVC strategy. Propose alternatives for how to configure AVC and configure and test a new AVC strategy. We require a strategy that would allow for efficient updates of control points for various funds. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.

In order to ensure system effectiveness, a review of both the derivation strategy for budget account assignments (FMDERIBO) and the derivation strategy for FM document entries (FMDERIVE) would also be required. This would be crucial in order to examine system interdependencies and efficiency.

Provide recommendations on improvements to FMDERIBO and FMDERIVE strategies and reconfigure where necessary. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.

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Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	5. Deliverables: - Assessment, options and recommendations of all three FM strategies starting with AVC. - Configuration and testing to be completed by March 31st for new fiscal year starting April 1st, 2016 6. Access to Client's Premises and Systems / Access Restrictions Will be given access premises and SAP system including all landscapes								
00010	ERP Functional Analysts Level 3	2015.11.04	2016.03.31	19399			13%	2,875.28	24,992.78

Financial Codes / Codage financier	Amount / Montant
0130-20042-15--3720 -4050	22,117.50

The currency of this P.O. is - La devise de ce bon est : CAD

JUS 9200-11 (07/2006)

Requisition No. - Demande

Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19399	15	9386

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Oed

DESBOIS, SYLVAIN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-960-4881
FAX:

Date of solicitation - Date de l'invitation à soumissionner:

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code - Code du bureau comptable: 19024

Requisition No. - Demande: Ord. Off - Bur. deman. 19024 / Yr. - An. 15 / Ser. No - N° de série 9344

Destination:
INTERNAL AUDIT BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE GRAVELLE (613-670-6429)
99 BANK ST 11TH FLOOR
OTTAWA ON K1A 0H8
CANADA

Page 1 of de 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
DESBOIS, SYLVAIN
613-960-4881

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAD (y compris tous les frais de livraison aux destinations indiquées dans les présentes). Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1902459344

Amendment No. - No. de la modification	Previous Value - Valeur précédente
Inc./Decr. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Rampli et envoyer l'original et deux copies à :

INTERNAL AUDIT BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE GRAVELLE (613-670-6429)
99 BANK ST 11TH FLOOR
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/257/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'AGC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/257/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-J	To - À Y-A M-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Mat. Limit: Taux/Mat. limite	GST % %TPS	GST Total Total TPS	Total
	ProServices PART 6 - RESULTING CONTRACT CLAUSES 6.1 Security Requirements The following security requirements related clauses apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

PLEIAD CANADA INC.
2-361 DALY AVE
OTTAWA ON K1N 6G8
CANADA
Phone:

Vendor No. - No du Fournisseur: 131610
Fax No. - No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et consent à vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (caractères d'imprimerie)

Date: 05NOV15 Telephone No. - N° de téléphone: 6137229502

☐ Your offer is accepted to the extent indicated. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby ... Le fournisseur ... ca du présent con...

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Signature: IVANC YAZAR. Date: 05 NOV 15

Total Estimated Cost - Coût global estimatif: $ 14,940.98

For the Minister - Réservé au Ministre: Nov 5, 2015

JUS 9200-11 (07/2006)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 4. The Contractor/Offeror must comply with the provisions of the: a) Security Requirements Check List and security guide (if applicable) b) Industrial Security Manual (Latest Edition). 6.2 Statement of Work This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work. 6.3 Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 6.3.1 General Conditions 2010B (2015-03-09), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. 6.4 Term of Contract 6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2017. 6.5 Authorities								

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6.5.1 Contracting Authority
The Contracting Authority for the Contract is:

Sylvain Desbois
Contracts Management Officer
284 Wellington Street
Ottawa, Ontario
K1A 0H8
Telephone : 613-960-4881
E-mail : sylvain.desbois@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority
The Technical Authority for the contract is:

Inanc Yazar
Chief Audit Executive
99 Bank Street, 11th Floor
Ottawa, Ontario
K1A 0H8
Telephone : 613-670-6434
E-mail : inanc.yazar@justice.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	Payment for the work performed by Julie Francisco shall be made on the following basis: All inclusive hourly rate: [redacted] Up to a maximum of [redacted] hours for the period ending March 31, 2016 and up to a maximum of [redacted] hours for the period ending March 31, 2017 6.8.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work. 6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed $13,222.09. Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 6.9 Method of Payment 6.9.1 : Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada;								

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c) the Work performed has been accepted by Canada.

6.9.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.
To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

6.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

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	4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right. 6.11 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request. 6.12 Invoicing Instructions a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed. b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors. d. The Contractor must provide the original and an electronic copy of each invoice to the following adress : Nadine Gravelle - Administrative Coordinator 99 Bank Street, 11th Floor - Room 1177c Ottawa, Ontario K1A 0H8 Electronic copy to: nadine.gravelle@justice.gc.ca On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority. 6.13 Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario 6.14 Priority of Documents								

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If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-03-09) ;
(c) Annex A, Statement of Work;
(d) Supply Arrangement Number E60ZT-120001/257/ZT (the "Supply Arrangement"); and
(e) the Contractor's bid dated October 16, 2015

6.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.16 Replacement of Specific Individuals
1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST % %TPS	GST Total Total TPS	Total

6.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.18 Government of Canada Web Standards

Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.
The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.
In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

6.19 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)

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caused as a result of or during the performance of the Contract.

6.20 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code/ Code consignataire	No. of Days / N° de jours	Fees /Val. Limit Taux/Val. limite	GST % %TPS	GST Total Total TPS	Total

Contractor must immediately do one of the following:
(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
(c) take back the Work and refund any part of the Contract Price that Canada has already paid.
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A": STATEMENT OF WORK

1.1 TITLE
Coaching and Facilitation Services

1.2 OBJECTIVES
The need is for an Organizational and Development Specialist and Certified Organization and Relationship Systems Coach, and a certified Lumina Learning practitioner, with recent experience working in the federal public service and extensive experience in successfully delivering coaching to both groups and individuals, and in using the Lumina Leader and Lumina Spark tools to support organizational change, transition management and team building.

1.3 BACKGROUND
The Internal Audit Services (IAS) of Justice Canada have experienced a high number of changes in the past year and the desire is to assist senior management with transition management, organizational change and team building to restore and to support a collaborative work culture within the Internal Audit Services Team.

1.4 SCOPE
The Chief Audit Executive (CAE) is requesting coaching for her direct reports, including two new directors who will be in place shortly, group coaching and team building for the entire IAS staff including management and where requested by the CAE a psychometric assessment to help identified staff become more self-aware of their own communication and work style and how it impacts the team.

1.5 TASKS
The tasks will include:
- Focus groups
- Individual interviews

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s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	o Individual coaching o Group coaching 1.6 MEETINGS The resources will be required to attend meetings at the Department of Justice in the National Capital Region.								
00010	Coaching Services	2015.11.06	2017.03.31	19024			13%	859.44	7,470.49
00020	Coaching Services	2015.11.06	2017.03.31	19024			13%	859.44	7,470.49

Financial Codes / Codage financier — Amount / Montant
0130-15000-15--3750 -4010 — 13,222.10

The currency of this P.O. is - La devise de ce bon est : CAD

JUS 5200-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. deman. 19024 | Yr. - An. 15 | Ser. No - N° de série 9344

Page 11 of de 11

000195

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17

s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

DESBOIS, SYLVAIN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-960-4881
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☒ Contrat
Amendment ☐ Modification

Accounting Office Code / Code du bureau comptable: 19024

Requisition No. - Demande: Ord. Off - Bur. comm. 19024 | Yr. - An. 15 | Ser. No. - N° de série 9374

Page 1 of / de 11

Inspection Agency - Charge de l'inspection

Consignee and destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Destination
INTERNAL AUDIT BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE GRAVELLE (613-670-6429)
99 BANK ST 11TH FLOOR
OTTAWA ON K1A 0H8
CANADA

Direct Inquiries to / Adresser toutes demandes de renseignements à :
DESBOIS, SYLVAIN
613-960-4881

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B., including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comptée dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.
1902459374

Amendment No.-No. de la modification | Previous Value - Valeur précédente
Inc./Decr. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remettre et envoyer l'original et deux copies à :
INTERNAL AUDIT BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE GRAVELLE (613-670-6429)
99 BANK ST 11TH FLOOR
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/593/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/593/ZT sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Face /Val. Limit / Taxe/Val. limite	GST % / %TPS	GST Total / Total TPS	Total
	ProServices PART 6 - RESULTING CONTRACT CLAUSES 6.1 Security Requirements The following security requirements related clauses apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur
PETER CAMERON AND ASSOCIATES INC
3076 BARLOW CRES
OTTAWA ON K0A 1T0
CANADA
Phone: 613-832-0282

Vendor No.- No.du Fournisseur: 143277
Fax No.- No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereof. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.
Le fournisseur offre et convient de vendre au Ministre, aux conditions énoncées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Date NOV 17, 2015
Telephone No. - N° de téléphone

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.
☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.
☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et en accepte les termes.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.
WILLIAM PENTNEY FILE
Signature Date

Total Estimated Cost / Coût global estimatif: $ 11,300.00

For the Minister - Réservé au Ministre
Signature Date NOV. 17, 201

JUS 9700-11 (07/2006)

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

DESBOIS, SYLVAIN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-960-4881
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal		Demande de proposition
Contract	X	Contrat
Amendment		Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande		
	Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19024	19024	15	9374

Destination

INTERNAL AUDIT BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE GRAVELLE (613-670-6429)
99 BANK ST 11TH FLOOR
OTTAWA ON K1A 0H8
CANADA

Page 1 of de 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
DESBOIS, SYLVAIN
613-960-4881

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À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1902459374

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

INTERNAL AUDIT BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE GRAVELLE (613-670-6429)
99 BANK ST 11TH FLOOR
OTTAWA ON K1A 0H8
CANADA

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   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/593/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/593/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	ProServices PART 6 - RESULTING CONTRACT CLAUSES 6.1 Security Requirements The following security requirements related clauses apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

PETER CAMERON AND ASSOCIATES INC
3076 BARLOW CRES
OTTAWA ON K0A 1T0
CANADA
Phone: 613-832-0282

Vendor No.- No.du Fournisseur: 143277

Fax No.- No. de Télécopie:

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Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature / Date / Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

WILLIAM PENTNEY (Signature) — Date: KILE

Total Estimated Cost
Coût global estimatif
$ 11,300.00

For the Minister - Réservé au Ministre
Nov. 17, 201

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature / Title - Titre

JUS 9200-11 (07/2006)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
a) Security Requirements Check List and security guide (if applicable)
b) Industrial Security Manual (Latest Edition).

6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Appendix "A" Statement of Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2015-03-09), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract
The Work is to be performed during the period of Contract award to March 31, 2017.

6.5 Authorities

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

6.5.1 Contracting Authority
The Contracting Authority for the Contract is:

Sylvain Desbois
Contracts Management Officer
284 Wellington Street
Ottawa, Ontario
K1A 0H8
Telephone : 613-960-4881
E-mail : sylvain.desbois@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority
The Technical Authority for the contract is:

Inanc Yazar
Chief Audit Executive
99 Bank Street, 11th Floor
Ottawa, Ontario
K1A 0H8
Telephone : 613-670-6434
E-mail : inanc.yazar@justice.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST % %TPS	GST Total Total TPS	Total

Payment for the work performed by Mr. Denys Vermette shall be made on the following basis:

All inclusive hourly rate: [redacted]
Up to a maximum of [redacted] hours for the period ending March 31, 2016 and up to a maximum of [redacted] hours for the period ending March 31, 2017

6.8.2 Authorized Travel and Living Expenses
Canada will not pay any travel or living expenses associated with performing the Work.

6.8.3 Limitation of Expenditure
Canada's total liability to the Contractor under the Contract must not exceed $10,000.00. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.9 Method of Payment

6.9.1 : Monthly Payment
Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b) all such documents have been verified by Canada;

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

c) the Work performed has been accepted by Canada.

6.9.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.
To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

6.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

6.11 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.12 Invoicing Instructions

a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.
b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
d. The Contractor must provide the original and an electronic copy of each invoice to the following adress :
Nadine Gravelle - Administrative Coordinator
99 Bank Street, 11th Floor - Room 1177c
Ottawa, Ontario
K1A 0H8

Electronic copy to: nadine.gravelle@justice.gc.ca

On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

6.14 Priority of Documents

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-03-09) ;
(c) Annex A, Statement of Work;
(d) Supply Arrangement Number E60ZT-120001/593/ZT (the "Supply Arrangement"); and
(e) the Contractor's bid dated October 21, 2015

6.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.16 Replacement of Specific Individuals
1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

6.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.18 Government of Canada Web Standards

Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.
The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.
In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

6.19 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

caused as a result of or during the performance of the Contract.

6.20 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so. ANNEX "A": STATEMENT OF WORK 1.0 TITLE One on One Coaching services for the Chief Audit Executive of the Internal Audit Services 2.0 OBJECTIVES Peter Cameron and Associates Inc. commits to assigning an experienced, certified and bilingual coach to provide career management coaching to Inanc Yazar, hereafter referred to as the "client". The client is the Chief Audit Executive for the Department of Justice Canada and is a substantive EX-03 executive. 3.0 SCOPE Coaching services will be provided to the client on a "one-on-one basis through sessions that are suitable to the client's learning style and schedule. Typical sessions will be of 1 to 2 hours durations. 4.0 TASKS The tasks will include: # Career coaching: Career advice and support for further growth & development # Work on executive portfolio development # linked to GoC Key Leadership Competencies # Ongoing coaching & advice to the CAE in order to support the success of the Audit Branch 5.0 MEETINGS The resource will be required to attend meetings at the Department of Justice at 99 Bank Street, 11th floor, Ottawa, Ontario, K1A 0H8								
00010	Coaching from [redacted] (2015-2016)	2015.11.17	2017.03.31	19024	25.000	200.00	13%	650.00	5,650.00

Requisition No. - Demande
Ord. Off - Bur. deman. 19024 | Yr. - An. 15 | Ser. No - N° de série 9374

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00020	Coaching from [redacted] (2016-2017)	2015.11.17	2017.03.31	19024	[redacted]	[redacted]	13%	650.00	5,650.00

Financial Codes / Codage financier — Amount / Montant
0130-15000-15--3750 -4010 — 10,000.00

The currency of this P.O. is - La devise de ce bon est : CAD

JUS 9200-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. deman.: 19024 | Yr. - An.: 15 | Ser. No - N° de série: 9374

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada / Gouvernement du Canada

Supp... rrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

DESBOIS, SYLVAIN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-960-4881
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal		Demande de proposition
Contract	X	Contrat
Amendment		Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande		
	Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19294	19294	15	9319

Destination

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

Page 1 of / de 15

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
DESBOIS, SYLVAIN
613-960-4881

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1929459319

Amendment No.-No. de la modification	Previous Value - Valeur précédente
inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/135/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/135/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	REFERENCE: RFP NUMBER 10000191319 ProServices - PART 6 - RESULTING CONTRACT CLAUSES The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

MAXSYS
173 DALHOUSIE ST
OTTAWA ON K1N 7C7
CANADA

Phone: 613-562-9943

Vendor No.- No.du Fournisseur	Fax No.- No. de Télécopie
118430	613-241-6742

Tha Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

La fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature Date Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

DAVID JAKOB — Nov. 25, 2015
Signature Date

Total Estimated Cost
Coût global estimatif
$ 11,300.00

For the Minister - Réservé au Ministre

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature Title - Titre

JUS 9200-11 (07/2006)

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)

ment of / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

LVAIN
PITAL REGION
APITALE NATIONALE
TON ST
K1A 0H8

960-4881

Date of solicitation - Date de l'invitation à soumissionner:

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☒ Contrat
Amendment ☐ Modification

Accounting Office Code / Code de bureau comptable: 19294

Requisition No. - Demande: Ord. Off - Bur. demen. 19294 | Yr. - An. 15 | Ser. No - N° de série 9319

Page: 1

Inspection Agency -

Consignee or destination unless specified herein.

Destination:
DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

Direct Inquiries to: / Adresser toutes de
DEB DC
613-9

f herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs ies Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery sellad hereby municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

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All invoices, shipping bills and packing slips must include the number indicated in this box:
Les numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.
1929459319

Amendment No./No. de la modification | Previous Value - Valeur précédente
Inc./Decr. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
e Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
ons set out in SSC Supply Arrangement Serial No. E60ZT-120001/135/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/135/ZT les présentes.

Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS
ENCE: RFP NUMBER 10000191319 rvices - PART 6 - RESULTING CONTRACT CLAUSES ollowing clauses and conditions apply to and form part of any act resulting from the bid solicitation. esulting Contract is not to be used for deliveries within a ehensive Land Claims Settlement Area (CLCSA). All rements for delivery within a CLCSA are to be processed idually.							

tation à soumissionner prend fin le

dor - Nom et adresse du fournisseur

IE ST
K1N 7C7

562-9943

ssour | Fax No. - No. de Télécopie: 613-241-6742

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments herein, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et consent de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toutes annexes aux présentes, ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

Nov 26, 2015
Date

613-562-9943
Telephone No. - N° de téléphone

[redacted]

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles.

DAVID JAKAB
Signature

Total Estimated Cost
Coût global estimatif
$ 11,300.00

For the Minister - Pour le Ministre

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur approuve par les présentes/accuse réception du présent contrat et qu'il fasse

[redacted]

Title -

18

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

6.1 Security Requirements

The following security requirements related clauses apply and form part of the Contract.
SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
b. Industrial Security Manual (Latest Edition).

6.2 Statement of Work

This bid solicitation is being issued for the requirement of Professional Services ERP Programmer Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Appendix "A" Statement of Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions
2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

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6.4.1 Period of the Contract
The Work is to be performed during the period of Contract award to March 31, 2016.

6.4.2 Option to Extend the Contract
The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. The two (2) additional options periods are as follows:

Option 1: April 1, 2016 to September 30, 2016
Option 2: October 1, 2016 to March 31, 2017

A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

6.5 Authorities

6.5.1 Contracting Authority
The Contracting Authority for the Contract is:

Sylvain Desbois
Contracts Management Officer
284 Wellington Street
Ottawa, Ontario
K1A 0H8
Telephone : 613-960-4881
E-mail : sylvain.desbois@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority
The Technical Authority for the contract is:

Gilles Blier
Programmer Analyst, App/Dev
275 Sparks Street - SAT-11061
Ottawa, Ontario
K1A 0H8
Telephone : 613-325-3954

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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E-mail : gilles.blier@justice.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

[redacted]
MaxSys Staffing & Consulting
Tel: 613-562-9943
Email: [redacted]@maxsys.ca

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment
The Contractor will be paid in accordance with the firm hourly rate for work and services performed pursuant to this Contract, as per Annex "B" Basis of Payment.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Authorized travel and Living Expenses
Canada will not pay any travel or living expenses associated with performing the Work.

6.7.3 Limitation of Expenditure
Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable Taxes. With respect to the amount set out on page

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one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a) when it is 75 percent committed, or
b) four (4) months before the contract expiry date, or
c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8 Method of Payment.

6.8.1 : Monthly Payment
Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b) all such documents have been verified by Canada;
c) the Work performed has been accepted by Canada.

6.8.2 Payment by Direct Deposit
Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.
To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at
http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

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It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

6.9 Time Verification
Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.10 Invoicing Instructions
a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.
b.The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
c.By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
d.The Contractor must provide the original and an electronic copy of each invoice to the following adress :
Catherine Charbonneau - Project Officer
275 Sparks Street - SAT1074
Ottawa, Ontario
K1A 0H8
Electronic copy to: admin.services-isb@justice.gc.ca

On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices
(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

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(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.12 Certifications Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.13 Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.14 Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-03-09) ;
(d) Annex A, Statement of Work;
(e) Annex B, Basis of Payment
(f) Annex C, Security Requirements Check List (refer to RFP);
(g) Supply Arrangement Number E60ZT-120001/135/ZT (the "Supply Arrangement"); and
(h) the Contractor's bid dated November 12, 2015.

6.15 Translation of Documentation
The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.16 Replacement of Specific Individuals
1. If specific individuals are identified in the Contract to

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perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.17 Ownership
1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.18 Limitation of Liability - Information management/Information Technology

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	a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages. b. First Party Liability: i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to: A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties"; B. physical injury, including death. ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada. iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology. iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above. v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including: A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this								

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instrument).
vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
c. Third Party Claims:
i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

6.19 Intellectual Property Infringement and Royalties
1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,

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according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever

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steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" : STATEMENT OF WORK

1. TITLE
Department of Justice (Justice) - Level 3 (Senior) ERP Programmer Analyst in ABAP

2. OBJECTIVE
Justice is seeking a Level 3 ERP Programmer Analysts who is required to scope, plan, design, write, implement and maintain Advanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP Application.

The objective of the contract is to secure experienced consultants that are fully versed in the use of ABAP Programming in an IFMS/SAP environment in order to successfully execute the project objectives and/or operational requirements.
The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IFMS teams, as well as other technical teams implicated in system integration between Justice applications and SAP solutions, as required.

3. BACKGROUND
Justice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clarify processes, establish standards and become more efficient throughout the Department.

Justice is required to backfill the current FTE Abap. This FTE resource will be training and mentoring the SAP Security resource. This Abap requirement is to work on Client requirements in support of the SAP IFMS System at Justice.

4. REQUIREMENT DESCRIPTION
Tasks are centered around the maintenance of SAP based on specifications and requirements according to Justice Canada standards and guidelines.

4.1 SCOPE
Justice Enterprise Applications has the need for an ERP Programmer Analyst to assist the current team with the ongoing maintenance and support of SAP. The resource will work directly with the maintenance team providing expertise in SAP and specifically ABAP development and support.

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4.2 TASKS, ACTIVITIES, AND DELIVERABLES

The Contractor will undertake the following:
oWork with functional and technical teams to design, develop and test functionality in the IFMS system and related modules.
oRepair or enhance existing IFMS custom development programs that may be impacted by operational requirements or projects underway or may require enhancement including the following:
1. Special Purpose Ledger (SPL) Roll-ups
2. PAYE/RAYE - Programs
3. Automated Carry Forward Programs
4. Reconciliation Tools
5. Interfaces to GC Central systems
6. Interfaces to Reporting Solutions
-Evaluate change requests and enhancement requests and provide resource requirement estimates;
-Debug new and existing functionality to determine the cause and resolution of identified errors;
-Provide problem resolution assistance and support to IFMS Functional Analysts and IFMS Technical Analysts, as well as to other integrated system support analysts, as required. .
-Develop and document all Requests for Change, custom development programs and forms
-Perform business analysis of functional and data requirements associated with interfaces and associated programs.
-Define and document interfaces of manual and automated to automated operations within application subsystems and between new and existing systems.
-Participate in working group sessions to determine detailed requirements and options surrounding interfaces and related reports and reconciliation processes.
-Provide input to and assistance for the preparation of regular status reports regarding Project Team activities and deliverables, updates to the project plan(s), as required by the project manager.
-Provide expert advice, support and knowledge transfer to the other members of the project team and to the IFMS Functional and technical support teams, as well as other integrated system support teams, as required.

4.3. METHOD AND SOURCE OF ACCEPTANCE

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

4.4 REPORTING REQUIREMENTS
The Contractor will
o Provide weekly Progress Reports identifying work completed and

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work planned for completion.
- o Attend Progress Review Meetings.
- o When required make presentations to staff and stakeholders.

All reports to be provided in either Microsoft Office applications or .pdf, as directed by the Project Authority.

4.5 LOCATION OF WORK, WORK SITE AND DELIVERY POINT
Department of Justice
284 Wellington Street
Ottawa, Ontario

4.6. LANGUAGE REQUIREMENTS
The working languages are either English or French, all documents to be prepared in English.

4.7. JUSTICE OBLIGATIONS
Justice will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract termination.
- o Accounts on computer network and electronic mail system;
- o Workstation;
- o Access to printer, fax machine, and photocopier;
- o ID card allowing access to building and floor;
- o Reference materials, as needed.

ANNEX B : BASIS OF PAYMENT

1. PROFESSIONAL SERVICES

The Contractor will be paid the following firm all-inclusive per diem rate in Canadian funds, for work performed under this Contract, in accordance with Annex A : Statement of work, during the Contract period. Applicable Taxes are extra.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.

Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked × applicable firm per diem rate) ÷ 7.5 hours

-The Contractor's resource must be available to work outside standard working hours during the duration of the Contract.
-No overtime charges will be authorized under this Contract.

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supp., Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	1.1 : Stream / Resource Category / Level Stream 1 / 1.3 ERP Program Analyst / Level 3 1.2 Consultant Name: [redacted] 2.0 Basis of Payment The contractor will be paid up to a maximum $10,000.00 (Applicable Taxes are extra). 2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: [redacted] Estimated Level of Effort: up to [redacted] days 2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: [redacted] Estimated Level of Effort: up to [redacted] days 2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: [redacted] Estimated Level of Effort: up to [redacted] days								
00010	SAP L3 ERP Prog. Analyst - [redacted]	2015.11.25	2016.03.31	19294	[redacted]	[redacted]	13%	1,300.00	11,300.00

Financial Codes Codage financier	Amount Montant
0130-18062-15-501834-3720 -4080	10,000.00

The currency of this P.O. is - La devise de ce bon est : CAD

JUS 9200-11 (07/2006)

Requisition No. - Demande

Drd. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19294	15	9319

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

DESBOIS, SYLVAIN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-960-4881
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☐ Contrat
Amendment ☒ Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande			Page / de
	Ord Off - Bur. deman	Yr - An	Ser. No - N° de série	
19294	19294	15	9319	1 of de 3

Inspection Agency - Chargé de l'inspection

Consignee et destination unless specified herein / Destinataire au point de destination sauf si indiqué ci-bas

Destination
DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

Direct inquiries to: / Adresser toutes demandes de renseignements à :
DESBOIS, SYLVAIN
613-960-4881

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise partiennent compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1929459319

Amendment No - No. de la modification	Previous Value - Valeur précédente
1	$ 11,300.00
Inc./Decr. - Aug./Dim.	**Revised Value - Montant Révisé**
$ 5,650.00	$ 16,950.00

Invoices - Original and two copies are to be sent to: / Factures - Remplir et envoyer l'original et deux copies à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No **E60ZT-120001/135/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/135/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fess /Val. Limit / Taux/Val. limite	GST % / % TPS	GST Total / Total TPS	Total
	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. AMENDMENT 001: The purpose of this amendment is to add a second resource to the contract and exercise the option 1 period extending the contract until September 30, 2016. In order to do so,								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.
Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Name and address of Vendor - Nom et adresse du fournisseur

MAXSYS
173 DALHOUSIE ST
OTTAWA ON K1N 7C7
CANADA
Phone: 613-562-9943

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

Feb 25, 2016
Date

613-862-9943
Telephone No. - N° de téléphone

MARS ARERLET
Signature

2nd Feb
Date

Total Estimated Cost
Coût global estimatif
$ 16,950.00

For the Minister - Réservé au Ministre

Feb 25, 2016

Vendor No. - No du Fournisseur: 118430
Fax No. - No. de Télécopie: 613-241-6742

☐ Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée.

The V... Le fo... [redacted] ...natarisés du présent contrat

JUS 9200-11 (07/2006)

8
1

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	6.4 Term of Contract DELETE Sub-section 6.4.1 & 6.4.2, in its entirety REPLACE with: 6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to September 30, 2016. 6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional 6 months period under the same terms and conditions. The one (1) remaining additional option period is as follows: Option 2: October 1, 2016 to March 31, 2017 A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the appliçable provisions set out in the Basis of Payment. B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment. AND ANNEX B: BASIS OF PAYMENT DELETE Sub-section 1.2, in its entirety REPLACE WITH: 1.2 Consultant Names Consultant 1 : [redacted] Consultant 2 : AND ANNEX B: BASIS OF PAYMENT DELETE Sub-section 2.0 Basis of Payment, in its entirety REPLACE WITH :								
	2.0 Basis of Payment The contractor resource 1 will be paid up to a maximum $2,000.00 (Applicable Taxes are extra) until March 31, 2016. The contractor resource 2 will be paid up to a maximum $13,000.00 (Applicable Taxes are extra) until March 31, 2016.								

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada / Gouvernement du Canada

s.19(1)
s.20(1)(c)

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	AND ANNEX B: BASIS OF PAYMENT DELETE Sub-section 2.1, 2.2 and 2.3 in its entirety REPLACE with : 2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days 2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days 2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED END OF AMENDMENT 001								
00010	SAP L3 ERP P.A - ***Description changed*** ***PO quantity changed*** ***Schedule lines changed***	2015.11.25	2016.09.30	19294			13%	260.00	2,260.00
00020	SAP L3 ERP P.A - - 502199 ***Schedule lines changed*** ***New item***	2015.11.25	2016.09.30	19294			13%	650.00	5,650.00
00030	SAP L3 ERP P.A - - 501834 ***Schedule lines changed*** ***New item***	2015.11.25	2016.09.30	19294			13%	1,040.00	9,040.00

Financial Codes / Codage financier — Amount / Montant

0130-18062-15-501834-3720 -4080	10,000.00
0130-18058-15-502199-3720 -4080	5,000.00

The currency of this P.O. is : La devise de ce bon est : CAD

JUS 9200-11 (07/2008)

Requisition No. - Demande
Ord. Off - Bur. deman. 19294 | Yr. - An. 15 | Ser. No - N° de série 9319

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Dad

GARVIN, SUEPAUL
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 416-973-5106
FAX:

Date of solicitation - Date de l'invitation à soumissionner:

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal		Demande de proposition	
Contract	X	Contrat	
Amendment		Modification	

Accounting Office Code / Code du bureau comptable: 19279

Requisition No. - Demande: Ord. Off - Bur. deman. 19279 | Yr. - An. 15 | Ser. No - N° de série 9565

Page 1 of / de 16

Destination:
COMMUNICATIONS BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: ODETTE CHARETTE (613-866-1283)
284 WELLINGTON EMB 3332
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: / Adresser toutes demandes de rens. à :
GARVIN, SUEPAUL
416-973-5106

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1927959565

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to: / Factures - Remplir et envoyer l'original et deux copies à :

COMMUNICATIONS BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: ODETTE CHARETTE (613-866-1283)
284 WELLINGTON EMB 3332
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/292/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/292/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val. Limit Taxe/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Department of Justice Canada - ProServices SA Directed Contract - Stream 9: Business Consulting/Change Management, Category 9.7 Needs Analysis and Research Consultant PART 6 - RESULTING CONTRACT CLAUSES The following clauses and conditions apply to and form part of contract 1927959565. The Contract is not to be used for deliveries within a								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

AIM GROUP INC, THE
126-130 ALBERT ST
OTTAWA ON K1P 5G4
CANADA

Phone: 613-230-6991

Vendor No.- No.du Fournisseur: 100995
Fax No.- No. de Télécopie: 613-230-7183

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

Dec. 4. 2015 — Date
613 230 6991 — Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 100019568 on file
Signature — Date

Total Estimated Cost / Coût global estimatif: $ 24,860.00

For the Minister - Réservé au Ministre

[redacted]

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
[redacted] nce du présent contrat et qui l'accepte.
Signature — Title - Titre

JUS 9200-11 (07/2006)

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually. 6.1 Security Requirements The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL# 9 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of RELIABILITY, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILTY as required, granted or approved by CISD/PWGSC. 3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction. 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 5. The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition). 6.2 Statement of Work The work to be performed is detailed under Annex "A" Statement of Work. 6.3 Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 6.3.1 General Conditions 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. 6.4 Term of Contract 6.4.1 Period of the Contract								

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	The Work is to be performed during the period of Contract award to March 31, 2016. 6.5 Authorities 6.5.1 Contracting Authority The Contracting Authority for the Contract is: Contact Name: Garvin Suepaul Title: Contracts Management Officer Telephone: 613-960-4922 E-mail address: garvin.suepaul@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 6.5.2 Project/Technical Authority The Project/Technical Authority for the Contract is: Contact Name: Tracie Noftle Title: Director General, Communications Branch Company: Department of Justice Canada Address: 284 Wellington Street, EMB 3rd Floor 3-4307, Ottawa, ON, K1A 0H8 Telephone: 613-957-9596 E-mail address: tracie.noftle@justice.gc.ca The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 6.5.3 Contractor's Representative Contact Name: [redacted] Title: [redacted] Company: The AIM Group Inc. Address: 126-130 Albert Street, Ottawa, ON, K1P 5G4 Telephone: 613-230-6991 [redacted] Facsimile: 613-230-7183 E-mail address: [redacted]@theaimgroup.ca 6.6 Proactive Disclosure of Contracts with Former Public Servants								

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taxe/Val. limite	GST% %TPS	GST Total Total TPS	Total
	By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada. 6.7 Payment 6.7.1 Basis of Payment The Contractor will be paid in accordance with the firm hourly rate for work and services performed pursuant to this Contract, as per Annex "B" Basis of Payment. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. 6.7.2 Authorized travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work. 6.7.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a) when it is 75 percent committed, or b) four (4) months before the contract expiry date, or c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. If the notification is for inadequate contract funds, the								

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taxe/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 6.8 Method of Payment 6.8.1 Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; c) the Work performed has been accepted by Canada. 6.8.2 Payment by Direct Deposit Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Technical Authority the Recipient Electronic Payment Registration Request Form. The form can be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter. 6.9 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request. 6.10 Invoicing Instructions a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.								

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taxe/Val. limite	GST% %TPS	GST Total Total TPS	Total

Claims cannot be submitted until all work identified in the claim is completed.

b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

d. The Contractor must provide the original and an electronic copy of each invoice to the following address:

Department of Justice Canada
Communications Branch
284 Wellington Street, EMB 3332
Ottawa, Ontario
K1A 0H8
Attention: Odette Charette
Electronic copy to: Odette.Charette@justice.gc.ca
Telephone: 613-866-1283

On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-03-09);
(c) Annex "A" Statement of Work;
(d) Annex "B" Basis of Payment;
(e) Supply Arrangement Number E60ZT-120001/292/ZT (the "Supply Arrangement"); and
(f) the Contractor's Proposal dated November 17, 2015.

6.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the

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	reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract 6.17 Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require. 6.18 Limitation of Liability - Information management / Information Technology a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the								

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	claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages. b. First Party Liability: i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to: A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties"; B. physical injury, including death. ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada. iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology. iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above. v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including: A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell								

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	titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument). vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract. vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data. c. Third Party Claims: i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing. ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality. iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c. 6.19 Intellectual Property Infringement and Royalties								

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing. 3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the								

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Contractor must immediately do one of the following:
(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
(c) take back the Work and refund any part of the Contract Price that Canada has already paid.
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" STATEMENT OF WORK

1. Project Title

Research, Cost-Benefit Analysis and Recommendation Way Ahead of Digital Signage at Justice Canada Head Quarters (HQ)

2. Project Objective

Reporting to the Manager of Corporate and Internal Communications, the Contractor will outline options to maximize digital signage (Info Screens) at Justice Headquarters as a key communications vehicle that supports the Department of Justice and the government's commitment to digital communications approaches, keeping employees informed of news and events.

3. Background Statement

Since 2011, three television "info screens" have been operating in the reception area of the Deputy Minister's Office (DMO) and entrance areas at Justice Headquarters in Ottawa (East Memorial Building and St Andrew's Tower). The screens and their operating system, AMX-Inspire Signage Xpress, were purchased and managed by the Management Sector as a means to inform HQ employees of building-related notices. Communications Branch (CB) assumed responsibility of the screens shortly after their purchase to expand their use to draw awareness to important news and events related to departmental /government priorities, and to reinforce messages conveyed through other corporate channels.

The television screens are reaching the end of their lifecycle. Both the software and hardware are also not currently supported by Shared Services or the Information Solutions Branch. At this

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juncture, it is prudent to review some options on how to maximize the impact and reach of the Info Screens to better reflect today's digital workplace and support digital approaches to communications.

4. Requirement Description

4.1. Scope of Work

The Contractor will perform a cost-benefit analysis and evidence-based research on info-screen software/hardware solutions as well as touchscreen and other relevant technologies available to Justice Canada. The Contractor will also research the security, accommodations, IT and Shared Services implications of these solutions in order to provide an informed recommendation on viable, affordable and sustainable technologies that can replace the current outdated Info Screens, providing increased awareness and communication impact associated with it.

To accomplish the Objective, the Contractor will:
- Compare Justice Canada options against best-practice use of Info Screens across the Government of Canada;
- Research leading edge technology options for Info Screens;
- Identify Resource, Human and Technical, requirements for NCR-HQ deployment;
- Provide detailed cost-benefit analysis of proposed options; and
- Provide recommendation of best option(s).

4.2. Tasks, Deliverables and Estimated Timelines

The Contractor will perform the following tasks and provide the three deliverables as listed below:

Deliverable 1: Research*

- A scan of Info Screen software/hardware solutions based on Other Government Departments of comparable size, operating milieus;
- Research on leading edge technologies including options for touch screens;
- Research on security, accommodations, IT and Shared Services implications for recommended option(s).

Tasks associated with Deliverable 1:
- Meeting with Justice Canada's employees to determine how Justice Canada wants to incorporate Info Screens into their communication objectives;
- Face-to-Face meetings with various Department Corporate Communications, IT, accommodations, security personnel who use Info Screens to determine best practice and lessons learned;

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	- Internet research on latest technology options. Estimated Timeline for Deliverable 1: Ten (10) days, to be completed by December 31, 2015** Deliverable 2: Cost-Benefit Analysis* - Cost out various options based on research findings. Tasks associated with Deliverable 2: - Cost out all resource aspects of implementation in the NCR HQ only - East Memorial Building and St Andrews Tower (FTEs, time to update, tools sustainability, etc.) Estimated Timeline for Deliverable 2: Eight (8) days, to be completed by January 15, 2016** Deliverable 3: Recommended Way Ahead* - Provide an informed recommendation with rationale for evidence-based executive decision making - Delivered by PowerPoint (PPT) Presentation. Finalized deck to be provided in electronic format to the Technical Authority by January 20, 2016** Tasks associated with Deliverable 3: - Detailed Analysis of findings measured against objectives; - Write up report in Microsoft PPT and Word doc with evidence-based recommendation. Estimated Timeline for Deliverable 3: Four (4) days, to be completed by January 29, 2016** *All deliverables and services rendered by the Contractor's resource are subject to inspection by the Technical Authority. Should any deliverable(s) not be to the satisfaction of the Technical Authority, as submitted, the Technical Authority shall have the right to reject it or require correction by the Contractor's resource before payment will be authorized. **Dates are estimates only and may be rescheduled within the Contract Period with the consent and written approval of the Technical Authority. 4.3. Technical Environment The Work outlined in this contract will be carried out on the premises of the Contractor. The Contractor's resource will be required to participate in various meetings (in person or via teleconference) as needed in order to discuss deliverables and gather feedback from the Technical Authority and other applicable sources as appropriate.								

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

4.4. Support Provided by Canada

The Contractor's resource will be provided with:
- Access to resources and information required to provide support as defined within this SOW.
- Access to Justice Canada's facility for meetings, as required.

4.5. Travel

There is no travel associated with this requirement.

4.6. Language Requirements

All project deliverables must be provided in English.
The proposed resource must possess, at minimum, the following proficiency levels in English:

Oral Proficiency: Level 3+
Reading Proficiency: Level 3+
Writing Proficiency: Level 3+

The description associated with the language requirement can be found at the following website:
http://www.international.gc.ca/ifait-iaeci/test_levels-naux.aspx?lang=eng

4.7. Location of Service Delivery

The work will be carried out on the premises of the Contractor.

4.8. Constraints

The Contractor will be accompanied at all times by an employee of Justice Canada when in Justice facility and will be provided with a Visitor's pass by security upon arrival at reception. The Visitor's pass must be returned to reception upon exiting the facility.

ANNEX "B" BASIS OF PAYMENT

1. PROFESSIONAL SERVICES

The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period.
Applicable Taxes are extra.
Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and

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Government of Canada / Gouvernement du Canada

s.19(1)
s.20(1)(c)

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked × applicable firm per diem rate) ÷ 7.5 hours The Contractor will be paid up to a maximum of $22,000.00* *In Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian Custom duties and excise taxes included. Consultant Name: [redacted] Category of Personnel: Needs Analysis and Research Consultant Firm All-Inclusive Per Diem Rate: [redacted] Estimated Level of Effort: up to [redacted] days within the contract period OVERTIME WORK No overtime charges will be authorized under this Contract.								
00010	Analysis & Report for the Info-Screens	2015.12.07	2016.03.31	19279	[redacted]	[redacted]	13%	2,860.00	24,860.00

Financial Codes Codage financier	Amount Montant
0130-17000-15--3750 -4040	22,000.00

The currency of this P.O. is - La devise de ce bon est : CAD

JUS 9200-11 (07/2005)

Requisition No. - Demande

Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19279	15	9565

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s.19(1)

s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Exp

BEAUVAIS-LEFORT, K
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
264 WELLINGTON ST
OTTAWA ON K1A 0H5
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of the:
Les clauses 1 et 2 ci-après font partie du contrat de :

Request for proposal / Demande de proposition
Contract / Contrat
Amendment / Modification

Accounting Office Code / Code du bureau comptable: 19270

Requisition No. - Demande No.: Org. Code - Bur. émetteur 19270; Ys - As 15; Seq. No. / N° séq. 9696

Page 1 of / de 1

Destination
MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Chargé de l'inspection

Consignee or consignation unless specified herein. / Destinataire au bureau de destination sauf si indiqué ici-bas.

Send invoices to / Adresser toutes demandes de vers à :
BEAUVAIS-LEFORT, K
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is added as applicable to the total evaluated cost. Prices include packing, packaging, and are F.O.B. destination or delivery charges (Canada) unless otherwise stated, municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise fédérale. La TPS ou les produits et services (TPS) n'entrent compte dans les prix unitaires. La TPS applicable est en sus. La TPS est comptée dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB la plupart sauf les taxes municipales ne sont pas applicables, les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the Purchase Authority in this box.

Toutes les factures, les connaissements et tous les bordereaux d'emballage doivent inclure les données figurant dans cette case.

1927059696

Amendment No. - N° de la modification | Previous Value - Valeur précédente

Increase / Decrease - Augmentation / Diminution

Ship to - Expédier à :
MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

Payment - Comptes et envoyer l'original et deux copies à :

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SAC *Supply Arrangement* Serial No. **E60ZT-120001/501** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this Contract.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement (SAC) intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/501** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-J	To - A Y-A M-J	Consignee Code Code consignataire	No. of Days Nbre de jours	Freight Rate Cost Tarif/prix fret	GST/ HST TPS/ TVH	GST Total Total TPS	Total
00010	Design and facilitation services	2015.12.18	2016.01.28	19270	[redacted]	[redacted]	13%	2,236.00	19,436.00

Financial Codes / Codage financier: 0130-18010-15--3750 -4010 — Amount / Montant: 17,200.00

The currency of this P.O. is - La devise de ce bon est : CAD

Solicitation number - L'invitation à soumissionner porte le n° - A 07000 00

On - Le

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the services and/or goods listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et consent par la présente au Ministre, aux conditions énoncées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au(x) prix indiqués. Les réponses à une demande de propositions de services portant un numéro d'invitation seront considérées comme des offres de vente.

Name and address of Vendor - Nom et adresse du fournisseur

DENNERY RESOURCES
108 DUFORD ST
OTTAWA ON K1L 6B6
CANADA
Phone: 613-857-5149

Name and title of person authorized to sign on behalf of Vendor: (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur: (en lettres moulées)

[redacted]

Date 18/12/2015 Telephone No. - N° de téléphone 613 857-5149

Total Estimated Cost / Coût global estimatif: $ 19,436.00

For Minister - Réservé au Ministre

Vendor No. - Numéro fournisseur: 107043

Fax No. - N° de Télécopieur [redacted]

Unless otherwise specified herein, I/We offer and accept the conditions contained herein. / Sauf indication contraire ci-dessus, je/nous offrons et acceptons les conditions énoncées dans les présentes.

Subject to supply as indicated herein. / Nous vendons conformément au tableau ci-dessus et aux prix indiqués dans les présentes.

Return the signed copy to Minister. / Prière de retourner promptement une copie dûment signée.

The Vendor - Le fournisseur

[redacted]

JUS 5226-11 (07/2006)

DENNERY Resources Inc

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Resulting Contract Clauses
E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
    a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
    b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions
2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

6. Authorities

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Department of Justice Canada | Ministère de la Justice Canada

Requisition No. – 1000019696

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Marie Josée Thivierge
ADM Management & CFO Sector
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-907-3704
E-mail address: marie-josée.thivierge@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
108 Duford street
Ottawa ON K1S 2C4 K1L6Z6
Telephone: 613-857-5149
Email: [redacted]@dennery.ca

7. Payment

7.1 Basis of Payment

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of $17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant:
Per Diem Rate: plus taxes

Consultant:
Per Diem Rate: plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
Step I: Prepare	day	day
Step II: Design	days	
Step III: Facilitate	days	days
Step IV: Document	day	days
Total:		days
Professional Fees:	**$11,200**	**$4,000**
Myers-Briggs Type Indicator On line tool including participant set-up, coordination and follow-ups. participants X per participant	$2,000.00	
Sub-total	$17,200.00	
HST	$2,236.00	
TOTAL	$19,436.00	

7.2 Limitation of Expenditure

1.Canada's total liability to the Contractor under the Contract must not exceed $17, 200.00. Customs duties are included and Applicable Taxes are extra.

2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a.when it is 75 percent committed, or
b.four (4) months before the contract expiry date, or
c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette
Senior Administrative Officer
Business Centre – Corporate Services Branch
Management & CFO Sector
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-698-8174
E-mail: lucie.frenette@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/338/ZT
e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Annexe A – Statement of Work

1. Title
Facilitation Support for the Executive Retreat

2. Objective
The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

3. Deliverable

Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

20-1

s.19(1)

s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - De

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
REGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of Solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal ☐ Demande de proposition
- Contract ☐ Contrat
- Amendment ☒ Modification

Accounting Office Code / Code du bureau comptable: 19270

Requisition No. - Demande: Ord. Cll - Env. donné: 19270 | Yr. - An.: 15 | Ser. No. - N° de série: 9696

Page: 1 of / de 2

Destination:
MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Bureau d'inspection

Consignee and destination, unless specified herein / Destinataire au point de livraison sauf si indiqué ci-dess.

Direct inquiries to / Adresser toutes demandes de renseignements à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from and priced. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and any F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent l'emballage, l'expédition et la livraison à destination aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Les factures figurant dans cette case doivent indiquer dans toutes les factures, tous les connaissements et tous les bordereaux d'emballage

1927059696

Amendment No. - No de la modification: 1

Previous Value - Valeur précédente:

Net Value - Nouv. Valeur:

Revised Value - Montant révisé:

Invoices - Original and two copies are to be sent to.
Factures - Original et envoyer l'original et deux copies à :

MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

1 The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SOC Supply Arrangement Serial No. **E60ZT-120001/501** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/501** sont incorporées dans les présentes

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Pass./Veh. Km/h Tass./Véh. Km/h	GST% %TPS	GST Total Total TPS	Total
	The following line items shown in bold are new or changed. **Les articles en caractères gras sont les articles modifiés.** The purpose of amendment 001 is to change a resource to the contract from S. Uzelman to Marilyn Domagalski. Please see amended Resulting Contract Clauses.								
30010	Design and facilitation services	2015.12.16	2016.01.29	19270	[redacted]	[redacted]	13%	2,236.00	19,436.00

Solicitation Closed - L'invitation à soumissionner prend fin à
At - À 00.00.00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

DENNERY RESOURCES
108 DUFORD ST
OTTAWA ON K1L 6Z6
CANADA
Phone: 613-857-5145

Vendor No. - N° du Fournisseur: 107043

Fax No. - No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the services and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered an offer to sell.

Le fournisseur offre et consent de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-annexés, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de propositions présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

Signature: [redacted] Date: 7/1/2016 Telephone No. - N° de téléphone: 613 857-5145

Solicitation Amendment - Modification de l'invitation
Vous êtes par la présente invité à fournir les services énumérés aux conditions indiquées dans les présentes.

You are not required to sign this document. If you wish to do so, please do so in the space provided.
Vous n'êtes pas tenu de signer le présent document. Si vous désirez le faire, veuillez le faire dans l'espace prévu à cet effet.

Return the signed copy herewith.
Prière de retourner immédiatement une copie signée ci-jointe.

Ship point of manufacture/shipping of goods or where service is to be performed
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Signature: [redacted] Date:

Total Estimated Cost
Coût global estimatif
$ 19,436.00

For the Minister - Pour le Ministre

[redacted]

Title - Titre

JUS 9200-31 (07/2004)

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

AMENDMENT 001

Resulting Contract Clauses
E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

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Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

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Marie Josée Thivierge
ADM Management & CFO Sector
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-907-3704
E-mail address: marie-josée.thivierge@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
108 Duford street
Ottawa ON K1S 2C4
Telephone: 613-857-5149
Email: [redacted]@dennery.ca

7. Payment

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of $17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant:
Per Diem Rate: plus taxes

Consultant:
Per Diem Rate: plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
Step I: Prepare	day	day
Step II: Design	days	
Step III: Facilitate	days	days
Step IV: Document	day	days
Total:		days
Professional Fees:	**$11,200**	**$4,000**
Myers-Briggs Type Indicator On line tool including participant set-up, coordination and follow-ups. participants X per participant	$2,000.00	
Sub-total	$17,200.00	
HST	$2,236.00	
TOTAL	$19,436.00	

7.2 Limitation of Expenditure

1.Canada's total liability to the Contractor under the Contract must not exceed $17, 200.00. Customs duties are included and Applicable Taxes are extra.

2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a.when it is 75 percent committed, or
b.four (4) months before the contract expiry date, or
c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

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3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

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Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette
Senior Administrative Officer
Business Centre – Corporate Services Branch
Management & CFO Sector
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-698-8174
E-mail: lucie.frenette@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/338/ZT
e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

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(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Annexe A – Statement of Work

1. Title
Facilitation Support for the Executive Retreat

2. Objective
The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

3. Deliverable

Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)

s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal — Demande de proposition
- Contract — Contrat
- Amendment — [X] Modification

Accounting Office Code / Code du bureau comptable: 19270

Requisition No. - Demande: Ord. Off - Bur. domen. 19270 | Yr. - An. 15 | Ser. No - N° de série 9696

Page 1 of de 2

Inspection Agency - Charge de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Destination
MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

Direct enquiries to: / Adresser toutes demandes de renr. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box.
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1927059696

Amendment No.-No. de la modification: 2
Previous Value - Valeur précédente:
Inc./Decr. - Aug./Dim.:
Revised Value - Montant Révisé:

Invoices - Original and two copies are to be sent to: / Factures - Remplir et envoyer l'original et deux copies à :

MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/501 between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/501 sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés.								
00010	Design and facilitation services	2015.12.18	2016.03.31	19270	[redacted]	[redacted]	13%	2,236.00	19,436.00

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00.00.00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

DENNERY RESOURCES
108 DUFORD ST
OTTAWA ON K1L 6Z6
CANADA

Phone: 613-857-5149

Vendor No. - No du Fournisseur: 107043
Fax No. - No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments herein, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et consent de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom

[redacted]

feb 4TH 2016

Telephone No. - N° de téléphone

- [✓] Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.
- [✓] You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.
- [✓] Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The V... Le fo...

[redacted] - Title

Ship[redacted] Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

[redacted] Date

Total Estimated Cost / Coût global estimatif: $ 19,436.00

For the Minister - Réservé au Ministre

[redacted]

JUS 9209-11 (07/2005)

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Mat. Limit Taux/Mat. limite	GST% %TPS	GST Total Total TPS	Total
	Financial Codes / Codage financier — Amount / Montant 0130-18010-15--3750 -4010 — 17,200.00 The currency of this P.O. is - La devise de ce bon est : CAD								

JUS 0200-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. deman. 19270 | Yr. - An. 15 | Ser. No - N° de série 9696

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Resulting Contract Clauses
E60ZT-120001/501/ZT

AMENDMENT 002

The purpose of this amendment is to extend the end date of the contract until March 31st, 2016.

In order to do so:

DELETE: Section 5.1 Period of the Contract in its entirety

REPLACE WITH:

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to March 31st, 2016.

All other terms and conditions remain the same.

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal / Demande de proposition: [ ]
- Contract / Contrat: [X]
- Amendment / Modification: [ ]

Accounting Office Code / Code du bureau comptable: 19294

Requisition No. - Demande: Ord. Off - Bur. deman. 19294 | Yr. - An. 16 | Ser. No - N° de série 9621

Page 1 of / de 1

Destination

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1929469621

Amendment No.-No. de la modification | Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim. | Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/259/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/259/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	GCDocs AGA specialist	2016.01.11	2016.03.31	19294			13%	2,854.80	24,814.80
	Financial Codes / Codage financier: 0130-19090-15-502292-3720 -4070 — Amount / Montant: 21,960.00								
	The currency of this P.O. is - La devise de ce bon est : CAD								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

PROTAK CONSULTING GROUP INC
1100-343 PRESTON ST
OTTAWA ON K1S 1N4
CANADA

Phone: 613-866-2449

Vendor No.- No.du Fournisseur: 143252 | Fax No.- No. de Télécopie: 613-249-3996

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X [redacted]

X [redacted] 01/07/2016 Date | 613.866.2449 Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 1000019621 on file Signature Date

Total Estimated Cost / Coût global estimatif: $ 24,814.80

For the Minister - Réservé au Ministre: Melanie B

- [ ] Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.
- [ ] You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.
- [ ] Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur [redacted] ce du présent contrat et qu'il l'accepte.

X [redacted] Title - Titre

JUS 9200-11 (07/2006)

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ProServices
Medium Complexity (MC)
For Directed Contracts below 25K

Resulting Contract Clauses
E60ZT-120001/259/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#7

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
    a. Security Requirements Check List, attached at Annex B;
    b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) Application / Software Architect– Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of January 11, 2016 to March 31, 2016.

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s.19(1)

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Francisco Braga
Manager Digital Workspace
Information Solutions Branch
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8
Telephone: 613-868-7973
E-mail address: francisco.braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
Protak Consulting Group (PCG)
343 Preston Street, Suite 1100
Ottawa, Ontario, K1S 1N4
Telephone: 613-866-2449
E-mail: [redacted]@protakgroup.com

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7. Payment

7.1 Basis of Payment - Limitation of Expenditure

7.1.1 Basis of Payment - Professional Fees
Resource:
Per Diem Rate:
Level of Effort: up to a maximum of days

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **$21,960.00.** Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form

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can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:
a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is

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not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Annex B, Security requirement check list (SRCL)
e. Supply Arrangement Number E60ZT-120001/259/ZT
f. The Contractor's bid dated December 29, 2015

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

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14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

   (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

   (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

   (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

   (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

   (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

   (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

   (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Annex A – Statement of work

1. Title

Application Architect services for Information Repository Project.

2. Background

The Department of Justice recognizes the need for better ways to address its information risk. Through consultation and research conducted in 2011/2012, it was discovered that:

- Staff and management need modern digital tools and timely access to accurate information across Justice to do their jobs better.
- The department is heading towards an information crisis, attributed to:
  - a focus on paper and misuse of personal storage devices
  - IM/IT investments being made outside of an enterprise approach, leading to information silos
  - a lack of access to modern information tools for sharing/finding/using across Justice
  - Misunderstandings about information accountabilities and compliance requirements.
- The problem and risk increase daily by not focusing on departmental information as a strategic asset, particularly the digital information.
- In response to this risk, Justice Canada developed the "information@justice" vision that articulates the future desired state that "Justice Information lives in a sustainable digital environment". This strategy has the following objectives:
  - Managing information as a strategic departmental asset, as part of how Justice does business, using modern digital tools.
- Adoption of a digital information standard and creating a culture of a digital workplace at Justice.
- Leveraging information and technology as part of transformation for better business outcomes.

The Department of Justice is now moving into the implementation of the information@justice vision. One of the keystone projects being implemented is a new "digital workspace" for the Justice, which includes:

- Deployment of SharePoint 2013 for branches, business units, projects, meetings, and others.
- Deployment of GCDOCS integrated with SharePoint 2013 collaborations spaces
- Migration of active content into SharePoint 2013 and legacy content into GCDOCS.
- Implement business transformation through the above listed technology.

To date, the Department of Justice has implemented SharePoint functionality and is underway with the integration of GCDOCS.

3. Requirement

The company will be required to provide:

- Troubleshoot AGA related errors during transfer from SharePoint to GCDOCS
  a. Maintaining metadata on version history
  b. Restore whole libraries/folders at once from GCDOCS back into SharePoint
  c. Mapping SharePoint user metadata fields to GCDOCS user metadata fields
  d. Maintaining groups in permissions during archiving process instead of individual users
- Provide approach for automatic retention disposition post transfer from SharePoint
- Scripts to automate transfer of files from big bucket in GCDOCS to appropriate primaries as currently defined in Justice GCDOCS implementation
- Guidance to upgrade AGA to the most current version currently available
- Strategy document for future improvements (roadmap)

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4. Tasks and Deliverables

4.1 General

The work will be conducted in English. Should there be translation required, formal translation will be undertaken by the department of Justice. The Contractor's resource must provide services and all deliverables in English.

5. Reporting

The consultant will be responsible for report and provide updates on a weekly basis to the technical authority

6. Primary location of work, work site and delivery point

Department of Justice
284 Wellington Street
Ottawa, Ontario
K1A 0H8

And/or the contractor's premises, as required and agreed upon confirmation with the technical authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

7. Language of work

English

8. Travel

No travel is required for this contract

9. Constraints

The consultant will be required to:

(i) Remain within the budget allocated under this contract
(ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

10. Confidentiality

The Contractor will be required to sign the "**Mutual Confidentiality Agreement**".

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Annex B – Security Requirements Check List (SRCL)

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Common PS SRCL#7
Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction: Acquisitions Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail:
Professional Services - Standing Offers and Supply Arrangements
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? — No / Non ☐ Yes / Oui ☑
6. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? — No / Non ☑ Yes / Oui ☐
7. Indicate the type of access required / Indiquer le type d'accès requis
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? — No / Non ☐ Yes / Oui ☑
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. — No / Non ☑ Yes / Oui ☐
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? — No / Non ☑ Yes / Oui ☐
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada ☑	NATO / OTAN ☐	Foreign / Étranger ☐

7. b) Release restrictions / Restrictions relatives à la diffusion

Canada	NATO / OTAN	Foreign / Étranger
No release restrictions / Aucune restriction relative à la diffusion ☑	All NATO countries / Tous les pays de l'OTAN ☐	No release restrictions / Aucune restriction relative à la diffusion ☐
Not releasable / À ne pas diffuser ☐		
Restricted to: / Limité à : ☐	Restricted to: / Limité à : ☐	Restricted to: / Limité à : ☐
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :

7. c) Level of information / Niveau d'information

Canada	NATO / OTAN	Foreign / Étranger
PROTECTED A / PROTÉGÉ A ☑	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ ☐	PROTECTED A / PROTÉGÉ A ☐
PROTECTED B / PROTÉGÉ B ☑	NATO RESTRICTED / NATO DIFFUSION RESTREINTE ☐	PROTECTED B / PROTÉGÉ B ☐
PROTECTED C / PROTÉGÉ C ☐	NATO CONFIDENTIAL / NATO CONFIDENTIEL ☐	PROTECTED C / PROTÉGÉ C ☐
CONFIDENTIAL / CONFIDENTIEL ☐	NATO SECRET / NATO SECRET ☐	CONFIDENTIAL / CONFIDENTIEL ☐
SECRET / SECRET ☐	COSMIC TOP SECRET / COSMIC TRÈS SECRET ☐	SECRET / SECRET ☐
TOP SECRET / TRÈS SECRET ☐		TOP SECRET / TRÈS SECRET ☐
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) ☐		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) ☐

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

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Department of Justice Canada | Ministère de la Justice Canada

Requisition 1000019621

Government of Canada | Gouvernement du Canada

Contract Number / Numéro du contrat
Common PS SRCL#7
Security Classification / Classification de sécurité UNCLASSIFIED

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? — ☑ No / Non ☐ Yes / Oui
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? — ☑ No / Non ☐ Yes / Oui
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☑ RELIABILITY STATUS / COTE DE FIABILITÉ	☐ CONFIDENTIAL / CONFIDENTIEL	☐ SECRET / SECRET	☐ TOP SECRET / TRÈS SECRET
☐ TOP SECRET – SIGINT / TRÈS SECRET – SIGINT	☐ NATO CONFIDENTIAL / NATO CONFIDENTIEL	☐ NATO SECRET / NATO SECRET	☐ COSMIC TOP SECRET / COSMIC TRÈS SECRET
☐ SITE ACCESS / ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? — ☑ No / Non ☐ Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? — ☑ No / Non ☐ Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? — ☑ No / Non ☐ Yes / Oui
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

11. b) Will the supplier be required to safeguard COMSEC information or assets? — ☑ No / Non ☐ Yes / Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? — ☑ No / Non ☐ Yes / Oui
Les installations du fournisseur servront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? — ☑ No / Non ☐ Yes / Oui
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? — ☑ No / Non ☐ Yes / Oui
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Department of Justice Canada | Ministère de la Justice Canada

Requisition 1000019621

Government of Canada | Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

UNCLASSIFIED

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien informatique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☑ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☑ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada | Gouvernement du Canada

Contract Number / Numéro du contrat
Common PS SRCL#7
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - SECURITY CLASSIFICATION / PARTIE C - CLASSIFICATION DE SÉCURITÉ

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Centralized Professional Services System, CPSS	Professional Services - Methods of Supply	

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
000-000-0000	000-000-0000	SSPC.CPSS@pwgsc-tpsgc.gc.ca	2012/03/13

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Charron, Annick	SO	Annick Charron

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-956-0616	819-956-1648	annick.charron@tpsgc-pwgsc.gc.ca	March 20, 2012

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? ☐ No / Non ☐ Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
		Jacques Saumur

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
			27-MAR-2012

Jacques Saumur
Contract Security Officer, Contract Security Division
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Tel/Tél - 613-948-1732 / Fax/Télec - 613-954-4171

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

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s.19(1)

Sent to Systemscope 22

Government of Canada / Gouvernement du Canada

DEC 30 2015

Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'offre à commande
4500126833	E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/À: 02/29/2016

			Value of contract - Valeur du contrat	Tax Amount - Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: CRISTINA HYDE (613-946-1359)
275 SPARKS ST ROOM 12008
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

18053 - 15 - - 3720

Contact Name - Personne-ressource	Tel. No - N° de tél.
Hyde, Cristina	613-946-1359

Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC.
61A YORK ST
OTTAWA ON K1N 5T2
CANADA

Vendor - Fournisseur

101753

Contact Name - Personne-ressource	Tel. No - N° de tél.
	613-230-8330

Description - Description

Senior Team
SYSTEMSCOPE FY 2015/16 - [redacted]
January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: **Ontario**
Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

M. AKERLEY — Signature — DEC 24 2015 — Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

Signature — DEC 24 2015 — Date

Contracting Authority - Autorité contractuelle | Telephone - Téléphone | Address - Adresse

M. AKERLEY

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

[redacted] — Signature

Dec 30, 15 — Date

000280

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s.19(1)

Sent to Systemscope

DEC 3 0 2015

Government of Canada / Gouvernement du Canada

Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/À: 02/29/2016

			Value of contract - Valeur du contrat	Tax Amount - Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: CRISTINA HYDE (613-946-1359)
275 SPARKS ST ROOM 12008
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

18053 - 15 - - 3720

Contact Name - Personne-ressource	Tel. No - N° de tél.
Hyde, Cristina	613-946-1359

Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC.
61A YORK ST
OTTAWA ON K1N 5T2
CANADA

Vendor - Fournisseur

101753

Contact Name - Personne-ressource	Tel. No - N° de tél.
	613-230-8330

Description - Description

Senior Team
SYSTEMSCOPE FY 2015/16 - [redacted]
January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization

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Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

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Le contrat est administré selon les lois en vigueur dans la province suivante:

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Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

M. AKERLEY

M. Akerley — Signature — DEC 24 2015 — Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

M. Akerley — Signature — DEC 24 2015 — Date

Contracting Authority - Autorité contractuelle	Telephone - Téléphone	Address - Adresse
M. AKERLEY		

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

Signature — Date

Canada

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Professional Services Contract
Contrat de services professionnels

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

GENERAL CONDITIONS	CONDITIONS GÉNÉRALES
The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained. The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html	Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente. Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html

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s.19(1)

PO # 4500126833
Dec. 23/15

Systemscope

December 16, 2015

Marj Akerley
Chief Information Officer
Justice Canada
275 Sparks Street
Ottawa, Ontario K1A 0H8

Dear Ms. Akerley,

Re: Justice Canada – IM/IT Investment Placemat Development

Thank you for the opportunity to assist Justice Canada in the development of an IM/IT Investment Placemat. The purpose of the placemat is to illustrate the corporate ranking criteria and business priorities for senior management, and to demonstrate how these criteria result in the assessment/positioning of IM/IT investment projects. This will allow senior management to make key decisions and discuss potential "trade-offs" while understanding the strategic and operational implications for doing so.

We understand that the IM/IT investment placemat must be completed by February 29, 2016, assuming a start date of January 11, 2016. Systemscope will be tasked with:

- Holding a project initiation meeting with the CIO, Director of the Enterprise PMO Division and select members of their management teams to confirm scope, timeframes, key milestones, respective responsibilities on the project and other items;
- Facilitating engagement sessions with the CIO, Director of the Enterprise PMO Division and management team members on senior audience requirements, specifically the "storyline" of the placemat, desired content and visual attributes;
- Analyzing a number of placemat inputs (IM/IT strategic plans, financial criteria, etc);
- Developing placemat options from a usability and data visualization standpoint; and
- Completing draft (2 iterations maximum) and final placemats for consideration and approval.

We are proposing a senior team comprised of [redacted] and [redacted] for this assignment. [redacted] s a Systemscope [redacted] with over 20 years of management consulting experience in the federal government. He most recently led two (2) IM/IT investment placemat development initiatives for Transport Canada (May and November, 2015). [redacted] is a senior consultant with Systemscope with over 10 years of consulting experience in management consulting and data visualization. She participated on the IM/IT investment placemat work with [redacted] and is working on an investment placemat for Agriculture and Agri-Food Canada.

61A York Street, Ottawa, ON K1N 5T2 | Tel: 613-230-8330 | Fax: 613-230-8384

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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s.20(1)(c)

We estimate that this work will take 22 person days of effort at the following rates:

Denis Barbeau – days @ diem
Linda Forrester – days @ 00/diem

Total **$ 22,100.00**

Our HST number is 123033615RT0001.

Once again, thank you for the opportunity. Please feel free to contact me if you have any comments or questions. We look forward to working with you on this exciting initiative.

Yours truly,

Cc: Katie Hammoud, Director, Enterprise PMO Division

61A York Street, Ottawa, ON K1N 5T2 | Tel: 613-230-8330 | Fax: 613-230-8384

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

22-1

Government of Canada / Gouvernement du Canada

s.19(1)

Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/À: 03/31/2016

Amendment N°. / N° de la modification	Previous Total / Total précédent	Inc./Dec. / Aug./Dim.	Value of contract - Valeur du contrat	Tax Amount / Montant de la taxe	Total
001	22,100.00	0.00	22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: CRISTINA HYDE (613-946-1359)
275 SPARKS ST ROOM 12008
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

18053 - 15 - - 3720

Contact Name - Personne-ressource: Hyde, Cristina

Tel. No - N° de tél.: 613-946-1359

Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC.
61A YORK ST
OTTAWA ON K1N 5T2
CANADA

Vendor - Fournisseur: 101753

Contact Name - Personne-ressource:

Tel. No - N° de tél.: 613-230-8330

Description - Description

Senior Team
AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: **Ontario**

Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

Signature K.Hammaud Date FEB 12 2016

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

Signature Date FEB 12 2016

Contracting Authority - Autorité contractuelle | Telephone - Téléphone | Address - Adresse: K.Hammaud

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

[redacted]

Signature Date Feb 22, 2016

[redacted]

Canada

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada / Gouvernement du Canada

Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

SYSTEMSCOPE FY 2015/16 - [redacted]
January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization
Senior Team
AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 - [redacted]
January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Government of Canada / Gouvernement du Canada

Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

GENERAL CONDITIONS	CONDITIONS GÉNÉRALES
The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained. The document is available at: http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html	Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente. Ce document est disponible au: http://www.justice.gc.ca/fra/pr-rp/pm-cp/cont/vl-lfc.html

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

22-2

Government of Canada / Gouvernement du Canada

s.19(1)

Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/À: 05/31/2016

Amendment N°. / N° de la modification	Previous Total / Total précédent	Inc./Dec. Aug./Dim.	Value of contract - Valeur du contrat	Tax Amount / Montant de la taxe	Total
002	22,100.00	0.00	22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: CRISTINA HYDE (613-946-1359)
275 SPARKS ST ROOM 12008
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

18053 - 15 - - 3720

Contact Name - Personne-ressource	Tel. No - N° de tél.
Hyde, Cristina	613-946-1359

Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC.
61A YORK ST
OTTAWA ON K1N 5T2
CANADA

Vendor - Fournisseur: 101753

Contact Name - Personne-ressource	Tel. No - N° de tél.
	613-230-8330

Description - Description

Senior Team
AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016.

End date extended to May 31, 2016.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: **Ontario**
Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

M. Akerley — Signature — FEB 29 2016 — Date

M. Akerley

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

M. Akerley — Signature — FEB 29 2016 — Date

M. Akerley

Contracting Authority - Autorité contractuelle | Telephone - Téléphone | Address - Adresse

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

[redacted] — Signature — Feb 29, 2016 — Date

[redacted]

000288

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Government of Canada / Gouvernement du Canada

Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat

Contract N° / N° du contrat	Standing offer N° / N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 -
January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization
Senior Team
AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016.

End date extended to May 31, 2016.

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 -
January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization

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Professional Services Contract Amendment
Contrat de services professionnels
Modification au contrat

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

GENERAL CONDITIONS	CONDITIONS GÉNÉRALES
The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained. The document is available at: http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html	Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente. Ce document est disponible au: http://www.justice.gc.ca/fra/pr-rp/pm-cp/cont/vl-lfc.html

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Dad

COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-301-9709
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande		
	Ord. Off - Bur. deman	Yr. - An.	Ser No - N° de série
19402	19402	16	9523

Page 1 of / de 13

Inspection Agency - Chargé de l'inspection

Destination

ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct Inquiries to / Adresser toutes demandes de rens. à :
COCONETU, TRAIAN
613-301-9709

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement

1940269523

Amendment No -No. de la modification	Previous Value - Valeur précédente
	..
Inc /Decs. - Aug /Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to.
Factures - Remplir et envoyer l'original et deux copies à :

ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/205/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/205/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
	CONTRACT DOCCUMENTS The following documents shall form part of this contract: 1) The ProServices Supply Arrangement Number E60ZT-120001/205/ZT, included all clauses terms and conditions. 2) The Vendor Submission entitled ''ProServices - Level 3 Programmer/Analyst'' dated December 14,2015.								

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

I4C CONSULTING INC.
201-1283 TERON ROAD
KANATA ON K2K 0J7
CANADA

Phone: 613-271-6421

Vendor No.- No.du Fournisseur: 143402

Fax No.- No de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

[redacted] Signature

Date January 11, 2016

Telephone No. - N° de téléphone

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☑ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Signature Date

Total Estimated Cost / Coût global estimatif: $ 38,808.72

For the Minister - Réservé au Ministre

Jan 11, 2016

The Vendor hereby accepts/ack[redacted] el qu'il l'accepte.
Le fournisseur reconnait par les[redacted]

[redacted] ✕ Signature

Title - Titre CFO

000291

JUS 9200-11 (07/2006)

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

3) The Annexes of the Contract.

CONTRACT CLAUSES

The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).

The following clauses and conditions apply to and form part of the present contract resulting from the bid solicitation number 1000019523:

1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

ii. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.

iii. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

v. The Contractor/Offeror must comply with the provisions of the:
a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
b. Industrial Security Manual (Latest Edition).

2 Statement of Work

This bid solicitation is being issued for the requirement of Professional Services Programmer/Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Appendix "A" Statement of Work.

3 Standard Clauses and Conditions

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All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period from January 15,2016 to March 31, 2016.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two(2) additional months under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five(5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5 Authorities

5.1 Contracting Authority

Contact Name: Traian Coconetu
Title: Senior Contracting Officer
Telephone: 613-301-9709
E-mail address: traian.coconetu@justice.gc.ca

Department Name and Address:
Department of Justice Canada
284 Wellington Street, EMB 1251
Ottawa, Ontario
K1A 0H8
Canada

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s.19(1)

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project/Technical Authority

Contact Name: Odile Le-Do
Title: A/Manager iCase Development and Support
Telephone: (613) 302-3549
E-mail address: Odile.Le-Do@justice.gc.ca

Department Name and Address:
Department of Justice Canada
275 Sparks Street, TSA 12052
Ottawa, Ontario
K1A 0H8
Canada

The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Contact Name: [redacted]
Telephone:613-[redacted]
E-mail address: [redacted]@i4c.com

6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7 Payment

7.1 Basis of Payment

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period. Applicable Taxes are extra. 7.1.1 Period of the Contract (From January 15,2016 to March 31,2016) Resource : [redacted] Per Diem Rate: [redacted] Level of Effort: up to a maximum of [redacted] days 7.1.2 Option to Extend the Contract (From April 1,2016 to May 31,2016) Resource : [redacted] Per Diem Rate: [redacted] Level of Effort: up to a maximum of [redacted] days Definition of a Day/Proration for the purpose of this Contract: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked × applicable firm per diem rate) ÷ 7.5 hours. Overtime work The proposed resource must be available to work outside standard working hours during the duration of the Contract. No overtime charges will be authorized under this Contract. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. 7.2 Authorized travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work. 7.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed $ 34,344.00. Customs duties are included and Applicable								

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val limite	GST% %TPS	GST Total Total TPS	Total

Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75 percent committed, or
b) four (4) months before the contract expiry date, or
c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8 Method of Payment

8.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b) all such documents have been verified by Canada;
c) the Work performed has been accepted by Canada.

8.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.
To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

internet site at
http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

9 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

10 Invoicing Instructions

a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

d. The Contractor must provide the original and an electronic copy of each invoice to the following address:

Department of Justice Canada
ISB Internal Services
275 Sparks Street, Room 12006
Ottawa, Ontario
K1A 0H8
Attention:
Electronic copy to: admin.services-isb@justice.gc.ca

On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract.

If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-03-09) ;
(d) Annex A, Statement of Work;
(e) Annex B, Basis of Payment
(f) Annex C, Security Requirements Check List;
(g) Supply Arrangement Number E60ZT-120001/205/ZT (the "Supply

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No of Days N° de jours	Fees /Val. Limit Taux/Val limite	GST% %TPS	GST Total Total TPS	Total

Arrangement"); and
(h) the Contractor's bid dated December 14,2015.

15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

18 Limitation of Liability - Information management/Information Technology

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability:
i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
B. physical injury, including death.
ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument).

vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total

determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No of Days N° de jours	Fees /Val Limit Taux/Val limite	GST% %TPS	GST Total Total TPS	Total
	3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
00010	Programmer/Analyst Lev.3- [redacted]	2016.01.15	2016.03.31	19402	[redacted]	[redacted]	13%	4,464.72	38,808.72
	Financial Codes / Codage financier: 0130-18061-15-502365-3720 -4080 — Amount / Montant: 34,344.00								
	The currency of this P.O. is - La devise de ce bon est : CAD								

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)
s.20(1)(c)

Government of Canada / **Gouvernement du Canada**

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande: Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19046	19046	16	9955

Destination
DIRECTOR GENERAL'S OFF., PB
DEPARTMENT OF JUSTICE CANADA
ATT: CHRISTINE BOIRE (613) 851-0696
284 WELLINGTON, EMB-6185
OTTAWA ON K1A 0H8
CANADA

Page 1 of de 1

Inspection Agency - Chargé de l'inspection

Consignee et destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: / Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1904669955

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to: / Factures - Remplir et envoyer l'original et deux copies à :

DIRECTOR GENERAL'S OFF., PB
DEPARTMENT OF JUSTICE CANADA
ATT: CHRISTINE BOIRE (613) 851-0696
284 WELLINGTON, EMB-6185
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/458/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/458/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
00010	Faciliation Services for PB Retreat Lise Clement/Fiona Wright Financial Codes / Codage financier: 0130-72000-15--3750 -1100 — Amount / Montant: 3,000.00 The currency of this P.O. is - La devise de ce bon est : CAD	2016.01.28	2016.03.31	19046			13%	390.00	3,390.00

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

LANSDOWNE TECHNOLOGIES INC.
275 SLATER ST UNIT 1001
OTTAWA ON K1P 5H9
CANADA
Phone: 613-236-3333

Vendor No.- No.du Fournisseur	Fax No.- No. de Télécopie
125505	613-236-4440

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

Signature

Date Jan 28, 2016

Telephone No. - N° de

[redacted]

☐ ... are requested to supply ... as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 1000019955 on file
Signature Date

Total Estimated Cost / Coût global estimatif
$ 3,390.00

For the Minister - Réservé au Ministre
K Pordonick

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du pré[redacted]

[redacted]

JUS 9200-11 (07/2006)

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CONTRACT SPECIFICATIONS

The following clauses and conditions apply to and form part of the resulting contract:

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1.2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.4 The Contractor must comply with the provisions of the:
- a. Security Requirements Check List attached at Annex B;
- b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Facilitation Professional Services for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Elizabeth Hendy
Director General, Programs Branch
Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4344
Email: Elizabeth.Hendy@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Telephone: 613-236-333
Email: @lansdowne.com

6. Payment

6.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of $3,000.00. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7. Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b) all such documents have been verified by Canada;
c) the Work delivered has been accepted by Canada.

8. Accounts and Audit

8.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

8.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

8.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

8.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

9. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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Invoices must be distributed as follows:
a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

10. No Responsibility to Pay for Work not performed due to Closure of Government Offices

10.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

10.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

11. Certifications Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

12. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-09-03) Professional Services (Medium Complexity);
(c) Annex A, Statement of Work;
(d) Annex B, Security Requirements Check List;
(e) Supply Arrangement Number E60ZT-120001/458/ZT; and
(f) the Contractor's bid dated January 20, 2016.

14. Translation of Documentation
The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

15. Replacement of Specific Individuals

15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that

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the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

16 Ownership

16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

17. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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ANNEX A – STATEMENT OF WORK

The facilitator(s) will deliver a half-day workshop for the Programs Branch on February 2, 2016. The purpose of the workshop to develop a "Storyline" for the Programs Branch by engaging employees in a number of activities and dialogue to gain a better understanding of each Directorates contribution to the Branch, and how the Branch forms a valuable part of "Canada's Legal Team".

The facilitator will:

- Work in collaboration with the Programs Branch Planning Committee to confirm ideal workshop outcomes, and design the agenda for the workshop, including its process and methodology.
- Deliver an energized half-day workshop in English and French, using a collaborative approach, ensuring that the workshop achieves the desired outputs.
- Ensure a variety of applications are experienced by participants, including 'LEGO Serious Play' and guide discussions based on emerging themes or areas requiring deeper discussion.
- Following the workshop, provide the Programs Branch Planning Committee with a workshop summary in a visual format.
- Provide the Programs Branch with a post-event satisfaction survey that can be customized.
- Administer the survey and provide a copy of the report from the online survey tool.

Deliverables:

- Finalized workshop overview and agenda
- Experiential workshop using 'LEGO Serious Play'
- Draft and Final Workshop summary in visual format
- Post Event satisfaction survey and results

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal		Demande de proposition	
Contract	X	Contrat	
Amendment		Modification	

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande: Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19399	19399	16	9943

Destination

CORPORATE PLANNING, REPORTING & RIS
DEPARTMENT OF JUSTICE CANADA
ATT: RACHELLE MATTE (613-952-3858)
284 WELLINGTON STREET
OTTAWA ON K1A 0H8
CANADA

Page 1 of de 1

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1939969943

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

CORPORATE PLANNING, REPORTING & RIS
DEPARTMENT OF JUSTICE CANADA
ATT: RACHELLE MATTE (613-952-3858)
284 WELLINGTON STREET
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/786** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/786** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
00010	ERP Functional Analyst Level 2 - SAP Financial Codes / Codage financier: 0130-20042-15--3720 -4050 — Amount / Montant: 21,250.00 ========== The currency of this P.O. is - La devise de ce bon est : CAD	2016.02.02	2016.03.31	19399			13%	2,762.50	24,012.50

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

BEYOND TECHNOLOGIES CONSULTING INC
3600-111 DUKE ST
MONTREAL QC H3C 2M1
CANADA

Phone: 613-858-2788

Vendor No.- No.du Fournisseur	Fax No.- No. de Télécopie
143512	

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X

Signature

Feb 1, 2016
Date

613-858-2788
Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 1000199943 on file

Signature Date

Total Estimated Cost
Coût global estimatif
$ 24,012.50

For the Minister - Réservé au Ministre
Mélanie B.

☐ Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

X

Signature

Title - Titre

JUS 9200-11 (07/2006)

000310

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Department of Justice Canada | Ministère de la Justice Canada

Requisition 1000019943

ProServices
Medium Complexity (MC)
For Directed Contracts below 25K

Resulting Contract Clauses
E60ZT-120001/786/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level **SECRET** as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
   a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
   b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) ERP Functional Analyst – Intermediate for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

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5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of February 2, 2016 to March 31, 2016.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Claudie Besner
Manager Financial System, FPB
Management Sector
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8
Telephone: 290-0181
E-mail address: claudie.besner@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
111 Duke Street, Suite 3600
Montreal (Quebec) H3C 2M1
Telephone: 613-858-2788
E-mail: [redacted]@beyondtechnologies.ca

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s.19(1)

s.20(1)(c)

7. Payment

7.1 Basis of Payment - Limitation of Expenditure

7.1.1 Basis of Payment - Professional Fees
Resource:
Per Diem Rate:
Level of Effort: up to a maximum of days

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **$21,250.00.** Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

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To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:
a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the

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evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Annex B, Security requirement check list (SRCL)
e. Supply Arrangement Number E60ZT-120001/786/ZT
f. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

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14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

   (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

   (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

   (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

   (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

   (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

   (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

   (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Annex A – Statement of work

1. **Title**
   ERP Functional Analyst Level 2 – Sales Distribution Module (SAP)

2. **Objective**
   Create a Working Prototype (in SBX) to accommodate the New Advance Billing Model in regards with the Legal Service Review Wave II for Cost Recovery starting at the Department of Justice in 2016-2017.

3. **Requirement**
   The scope of the work will include the addition of a new business requirement for the Cost Recovery Process at Justice. In addition of the current process (monthly billings), now, advance billing will be performed for clients above $200k (yearly forecast). Billings will be done 3 times a year (50% in May, 40% in August and 10% in Nov). The revenue will be recognized monthly against actual costs.

4. **Tasks and Deliverables**

   - Identify, evaluate, recommend and implement SAP configuration solution(s) to support advance billing for identified clients under the advance billing regime.
   - Identify, evaluate, recommend and implement SAP configuration solution(s) to support the generation of advance billing journal entry transactions the clients above $200k. (prepaid)
   - Identify, evaluate, recommend and implement configuration solution(s) to support the Cost Recovery Recognized Revenue Process for clients above $200K.
   - Identify, evaluate, recommend and implement SAP configuration solution(s) to support the Monthly Billing Process for FI invoices for clients over $200K

5. **Deliverables and Acceptance Criteria**
   - Configuration and testing to be completed by March 31st in Sandbox for new fiscal year starting April 1st, 2016
   - Documentation of all steps for configuration and development to allow Justice to reproduce work in the Department of Justice IFMS landscape.

6. **Access to Systems**
   The Contractor will be given access to SAP system including all landscapes

7. **Primary location of work, work site and delivery point**

   Department of Justice
   284 Wellington Street
   Ottawa, Ontario
   K1A 0H8

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8. Travel

No travel is required for this contract

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Annex B – Security Requirements Check List (SRCL)

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: Common PS SRCL #10

Security Classification / Classification de sécurité: UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. a) Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction: Acquisitions Branch

3. a) Subcontract Number / Numéro du contrat de sous-traitance:
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant:

4. Brief Description of Work / Brève description du travail:
Professional Services - Standing Offers and Supply Arrangements

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? — [✓] No / Non [ ] Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? — [✓] No / Non [ ] Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? — [ ] No / Non [✓] Yes / Oui
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. — [✓] No / Non [ ] Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? — [✓] No / Non [ ] Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada	[✓]	NATO / OTAN	[ ]	Foreign / Étranger	[ ]

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion	[✓]	All NATO countries / Tous les pays de l'OTAN	[ ]	No release restrictions / Aucune restriction relative à la diffusion	[ ]
Not releasable / À ne pas diffuser	[ ]				
Restricted to: / Limité à :	[ ]	Restricted to: / Limité à :	[ ]	Restricted to: / Limité à :	[ ]
Specify country(ies): / Préciser le(s) pays :		Specify country(ies): / Préciser le(s) pays :		Specify country(ies): / Préciser le(s) pays :	

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A	[✓]	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ	[ ]	PROTECTED A / PROTÉGÉ A	[ ]
PROTECTED B / PROTÉGÉ B	[✓]	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	[ ]	PROTECTED B / PROTÉGÉ B	[ ]
PROTECTED C / PROTÉGÉ C	[✓]	NATO CONFIDENTIAL / NATO CONFIDENTIEL	[ ]	PROTECTED C / PROTÉGÉ C	[ ]
CONFIDENTIAL / CONFIDENTIEL	[✓]	NATO SECRET / NATO SECRET	[ ]	CONFIDENTIAL / CONFIDENTIEL	[ ]
SECRET / SECRET	[✓]	COSMIC TOP SECRET / COSMIC TRÈS SECRET	[ ]	SECRET / SECRET	[ ]
TOP SECRET / TRÈS SECRET	[ ]			TOP SECRET / TRÈS SECRET	[ ]
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT)	[ ]			TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT)	[ ]

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité: UNCLASSIFIED

Canada

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner:

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal ☐ Demande de proposition
Contract ☒ Contrat
Amendment ☐ Modification

Accounting Office Code / Code du bureau comptable: 19147

Requisition No. - Demande: Ord. Off - Bur. domain. 19147 | Yr. - An. 16 | Ser. No - N° de série 0101

Page 1 of / de 1

Destination:
HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Chargé de l'inspection:

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-dura

Direct inquiries to: / Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise partinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box.

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1914760101

Amendment No. - No. de la modification | Previous Value - Valeur précédente

Inc./Decr. - Aug./Dim. | Revised Value - Montant Revisé

Invoices - Originals and two copies are to be sent to: / Factures - Remplir et envoyer l'original et deux copies à :

HUMAN RESOURCES & PROF DEV DIR
DEPARTMENT OF JUSTICE CANADA
ATT: PASSY, ZAHINDA (946-7476)
275 SPARKS ST ROOM 8121
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/501** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/501** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees/Vat. Limit / Taux/Vat. limite	GST% / %TPS	GST Total / Total TPS	Total
00010	Design & facilitation support [redacted]	2016.02.12	2016.03.31	19147	[redacted]	[redacted]	13%	728.00	6,328.00
00020	Design & facilitation support [redacted]	2016.02.12	2016.03.31	19147			13%	420.88	3,658.38

Financial Codes / Codage financier: 0130-19051-15--3750 -4060
Amount / Montant: 8,837.50

The currency of this P.O. is - La devise de ce bon est : CAD

Solicitation closes - L'invitation à soumissionner prend fin le / At - À: 00:00:00
On - Le: -- -- -- - - -

Name and address of Vendor - Nom et adresse du fournisseur:

DENNERY RESOURCES
108 DUFORD ST
OTTAWA ON K1L 6Z6
CANADA

Phone: 613-857-5149

Vendor No. - No. du Fournisseur: 107043
Fax No. - No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et consent de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print) [redacted]

2/12/2016 613 857 5149
Date / Telephone No. - N° de téléphone

☑ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☑ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☑ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract [redacted]

State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.

PM 10000201 01/16
Officer / Agent — Date

Total Estimated Cost / Coût global estimatif: $ 9,986.38

For the Minister - Réservé au Ministre

JUS 9200-13 (07/2006)

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Resulting Contract Clauses
E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor must, at all times during the performance of the Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED Information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
   a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
   b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions
2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of February 12, 2016 to March 31st, 2016.

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6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Beverly Charette
Director of Contracting and Materiel Management
Department of Justice Canada
Ottawa, ON K1A 0H8

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Michel Brazeau
Director General
Human Resource
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-941-1867
E-mail address: michel.brazeau@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
108 Duford street
Ottawa ON K1S 2C4
Telephone: 613-857-5149
Email: [redacted]@dennery.ca

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of $8,837.50 Customs duties are included and Applicable Taxes are extra.

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s.19(1)
s.20(1)(c)

Consultant: D. Dennery
Per Diem Rate: $1,600.00 plus taxes

Consultant: M. Domagalski
Per Diem Rate: $925 plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
	[redacted]	[redacted]
Step I: Prepare	[redacted] day	
Step II: Design	[redacted] day	
Step III: Facilitate	[redacted] days	[redacted] days
Step IV: Document	[redacted] day	[redacted] days
Total:	[redacted] days	[redacted] days
Professional Fees:	**$5,600.00**	**$3,237.50**
Sub-total	$8,837.50	
HST	$1,148.87	
TOTAL	$9,986.37	

7.2 Limitation of Expenditure

1.Canada's total liability to the Contractor under the Contract must not exceed $8,837.50. Customs duties are included and Applicable Taxes are extra.

2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a.when it is 75 percent committed, or
b.four (4) months before the contract expiry date, or
c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Solange Labbé
Administrative Assistant
Human Resources Branch
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-946-7476
E-mail: solange.labbe@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/501/ZT
e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

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(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Annexe A – Statement of Work

1 **TITLE**

Design and facilitation support for the Human Resources Branch Executive Retreat to be held on February 16th and 17th, 2016

2 **OBJECTIVE**

Facilitate in-depth conversations about the impact of change on staff and service operations, as well as priorities for your business transformation for the coming year.

3 **BACKGROUND STATEMENT**

The Human Resources Branch is organizing an executive retreat focused on Leadership in Service Excellence. This retreat is key to bringing the extended management team up to date regarding organizational changes and aligning team efforts to deliver on priorities for the coming year.

4 **REQUIREMENT DESCRIPTION**

Provide design and facilitation at a Human Resources Executive Retreat February 16 and 17, 2016.

4.1 **Scope**

Preparation:

- Meet lead organizers; familiarize with documentation

Design:

- Develop facilitated approach for Change Management
- Provide overall advice on the Agenda.
- Development/adaptation of meeting materials and handouts

Facilitate:

- Facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights

Document:

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

4.2 **Tasks / Detailed Services**

Step I: Prepare – Meet with lead organizers; familiarize with documentation

- Two meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

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Step II: Design

- Develop facilitated approach for Change Management and Simple Rules components.
- Provide overall advice on the 2 day Agenda.
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

Step III: Facilitate

- Facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

4.3 **Deliverables and Acceptance Criteria**

Step I: Prepare -- Meet lead organizers; familiarize with documentation

- Two meetings (1 teleconference and 1 in person) with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Design

- Develop facilitated approach for Change Management and Simple Rules components.
- Provide overall advice on the 2 day Agenda.
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

Step III: Facilitate

- Facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

4.4 **Language Requirements**

- Facilitation services will be provided in both official languages
- Meeting materials and handouts will be bilingual
- Synthesis Report post retreat will be prepared in English

4.5 **Location of Service Delivery**

Ottawa, Ontario (National Capital Region

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	[ ]	Demande de proposition
Contract	[X]	Contrat
Amendment	[ ]	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande		
	Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19294	19294	16	0112

Destination

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

Page 1 of de 1

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1929460112

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/259/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/259/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
00010	L3 Enterprise Architect - [redacted]	2016.02.25	2016.03.31	19294	[redacted]	[redacted]	13%	2,808.00	24,408.00

Financial Codes / Codage financier — Amount / Montant
0130-19090-15-502291-3720 -4070 — 21,600.00

The currency of this P.O. is - La devise de ce bon est : CAD

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

PROTAK CONSULTING GROUP INC
1100-343 PRESTON ST
OTTAWA ON K1S 1N4
CANADA
Phone: 613-866-2449

Vendor No.- No.du Fournisseur	Fax No.- No. de Télécopie
143252	613-249-3996

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

02/25/2016
Date

613.866.2449
Telephone No. - N° de téléphone

[redacted]
Signature

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles PR 1000020112 on file

Date

Total Estimated Cost
Coût global estimatif
$ 24,408.00

[redacted]

[ ] Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

[ ] You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

[ ] Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

[redacted]

Title - Titre

JUS 9200-11 (07/2006)

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CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.5 The Contractor must comply with the provisions of the:
a) Security Requirements Check List, attached at Annex B;
b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of an Enterprise Architect to assist with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.

2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)
The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:
- Mike Maadarani

3.3 Non-Disclosure Agreement
The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

4. Term of Contract

4.1 Period of the Contract
The period of the Contract is from date of Contract to March 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority
The Contracting Authority for the Contract is:
Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority
The Project Authority for the Contract is:
Francisco Braga
Manager – Digital Workspace
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-868-7973
Email: Francisco.Braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

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s.19(1)

s.20(1)(c)

to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

[redacted]
Telephone: 613-866-2449
Email: [redacted]@protakgroup.com

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource: Mike Maadarani
Category: Senior Application/Software Architect
Firm Per Diem Rate: $1,200.00
Estimated Level of Effort: up to a maximum of 18 days

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed $21,600.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75 percent committed, or
b) four (4) months before the contract expiry date, or
c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b) all such documents have been verified by Canada;
c) the Work delivered has been accepted by Canada.

6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

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It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:
The original and one (1) copy must be forwarded to the following address for certification and payment:
Catherine Charbonneau
Project Support Officer
Department of Justice Canada
275 Sparks Street, Ottawa ON, K1A 0H8
Telephone: 613-863-5383
Email: Catherine.Charbonneau@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

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10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity)
(c) Annex A, Statement of Work;
(d) Annex B, Security Requirements Check List
(e) Annex C, Non-Disclosure Agreement;
(f) Annex D, Recipient Electronic Payment Registration Request Form;
(g) Supply Arrangement Number E60ZT-120001/259/ZT; and
(h) the Contractor's bid dated January 18, 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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15. Limitation of Liability – Information Management/Information Technology

15.1 Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

15.2 First Party Liability:

15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
b) physical injury, including death.

15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).

15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

15.3 Third Party Claims:

15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to

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special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

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ANNEX A – STATEMENT OF WORK

1. TITLE
Enterprise Architect – MS SharePoint – Enterprise Search

2. BACKGROUND
The Department of Justice (JUS) has identified the need for search capabilities. With that said, an enterprise architect is required to assist JUS with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies. As part of this strategy, the connection of metadata from business to technical will be required to improve search results and at the same time plan for search server improvements considering the amount of data that needs to go through.

3. REQUIREMENT
The Contractor will be required to provide:

- Enterprise Search Strategy for search requirements using SharePoint 2013 that will address:
  - Indexing of files and information across the SharePoint infrastructure
  - Serving a range of user requirements, from complex research to simple fact checking, and supporting business-critical processes through customized search capabilities;
  - While respecting all document-level security restraints imposed by the originating content repositories involved
- Strategy for crawl function for GCDOCS and plan for federated search

4. TASKS AND DELIVERABLES
A report will need to be completed by the Contractor. The Contractor will also be responsible for providing updates on a weekly basis to the Project Authority. All tasks/deliverables will need to be completed before March 31, 2016.

5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT
The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

6. LANGUAGE OF WORK
The Contractor's resource must provide services and all deliverables in English.

7. TRAVEL
The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

8. CONSTRAINTS
The Contractor will be required to:

(i) Remain within the budget allocated under this contract

(ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

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s.19(1)
s.20(1)(c)

Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner	Accounting Office Code / Code du bureau comptable	Requisition No. - Demande: Ord. Off - Bur. deman. / Yr. - An. / Ser. No - N° de série	Page / of / de
	19294	19294 16 0113	1 of de 1

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition	
Contract	☒	Contrat	
Amendment	☐	Modification	

Destination

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

be in Canadian funds and include applicable Canadian customs
excluded from unit prices. GST is extra as applicable to the unit
packing, packaging and are F.O.B. (including all delivery charges)
; for provincial taxes, see the Supply Arrangement.

Couronne, tous les prix seront en monnaie canadienne, les droits
axe sur les produits et services (TPS) n'est pas comprise dans les
TPS est comprise dans le coût total estimatif. Les prix comprennent
ris tous les frais de livraison) aux destinations indiquées dans les
concerne les taxes provinciales, voir l'Arrangement en matière

All invoices, shipping bills and packing slips must include the number indicated in this box
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1929460113

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

nd any other person authorized to act on the Minister's behalf.
toute autre personne désignée pour le remplacer.
t Serial No. **E60ZT-120001/426/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
ovisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/426/ZT**

Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
ct - [redacted] on SP2013 sites Amount / Montant)1-3720 -4070 22,080.00 ; P.O. is - La devise de ce bon est : CAD	2016.02.25	2016.03.31	19294	[redacted]	[redacted]	13%	2,870.40	24,950.40

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Name and title [redacted] authorized to sign on behalf of Vendor (type or print)
Nom et titre de [redacted] autorisée à sign [redacted]

[redacted]
Signature

PR 100002011 3 on file
Date

[redacted]

29feb2016
Date

Total Estimated Cost
Coût global estimatif
$ 24,950.40

For the Minister - Réservé au Ministre
K Pordonick

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	[redacted] du présent contrat et qu'il l'accepte.

ole

Title - Titre

29

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s.19(1)
s.20(1)(c)

Government of Canada / **Gouvernement du Canada**

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande: Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19294	19294	16	0113

Destination

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

Page 1 of de 1

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1929460113

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/426/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/426/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
00010	Senior SharePoint Architect - [redacted] Accessibility Testing on SP2013 sites Financial Codes / Codage financier: 0130-19090-15-502291-3720 -4070 — Amount / Montant: 22,080.00 The currency of this P.O. is - La devise de ce bon est : CAD	2016.02.25	2016.03.31	19294	[redacted]	[redacted]	13%	2,870.40	24,950.40

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

ORANGUTECH INC.
204-116 ALBERT ST
OTTAWA ON K1P 5G3
CANADA

Phone: (613) 355-9835

Vendor No.- No.du Fournisseur: 128878
Fax No.- No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature | Date | Telephone No. - N° de téléphone

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 100002013 on file
Signature | Date

Total Estimated Cost / Coût global estimatif: $ 24,950.40

For the Minister - Réservé au Ministre
K Pordonick

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature | Title - Titre

JUS 9200-11 (07/2006)

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CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.5 The Contractor must comply with the provisions of the:
a) Security Requirements Check List, attached at Annex B;
b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Application/Software Architect to complete a Digital Workspace Accessibility Assessment for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.

2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Graeme Jones

3.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:
Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:
Francisco Braga
Manager – Digital Workspace
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-868-7973
Email: Francisco.Braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

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s.19(1)

s.20(1)(c)

to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

[redacted]
Telephone: 613-288-2840 ext. [redacted]
Email: [redacted]@orangutech.com

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource: [redacted]
Category: Senior Application/Software Architect
Firm Per Diem Rate: [redacted]
Estimated Level of Effort: up to a maximum of [redacted] days

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed $22,080.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75 percent committed, or
b) four (4) months before the contract expiry date, or
c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b) all such documents have been verified by Canada;
c) the Work delivered has been accepted by Canada.

6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

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It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:
The original and one (1) copy must be forwarded to the following address for certification and payment:
Catherine Charbonneau
Project Support Officer
Department of Justice Canada
275 Sparks Street, Ottawa ON, K1A 0H8
Telephone: 613-863-5383
Email: Catherine.Charbonneau@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

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10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity)
(c) Annex A, Statement of Work;
(d) Annex B, Security Requirements Check List
(e) Annex C, Non-Disclosure Agreement;
(f) Annex D, Recipient Electronic Payment Registration Request Form;
(g) Supply Arrangement Number E60ZT-120001/426/ZT; and
(h) the Contractor's bid dated January 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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15. Limitation of Liability – Information Management/Information Technology

15.1 Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

15.2 First Party Liability:

15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
b) physical injury, including death.

15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).

15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

15.3 Third Party Claims:

15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to

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special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

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ANNEX A – STATEMENT OF WORK

1. TITLE
Department of Justice Canada Digital Workspace Accessibility Assessment

2. BACKGROUND
The Department of Justice (JUS) Digital Workspace Team has a need to acquire professional services to assist with their SharePoint 2013 accessibility and usability review.

3. REQUIREMENT
The Contractor will be required to provide:
- A thorough WCAG 2.0 A and AA compliance review report of the JUS SharePoint 2013 platform against current Government of Canada Web Accessibility Standards , including, site templates, web pages, document libraries, and lists;
- Identify specific SharePoint features and functionality that do not meet the Government of Canada Web Standard and offer recommended solutions for improving compliance;
- Review SharePoint 2013 from the perspective of defined Persons with Disabilities (PWDs) and offer practical solutions and workarounds for improving their user experience with this tool.
- Conduct a workshop for 4 – 8 people to review the recommendations and discuss practical ways to implement solutions and how to engage PWDs when identifying and defining solution requirements.
- Consult with PWD users and stakeholders to help ensure that our Digital Workspace efforts are aligned to help provide reasonable accommodations to help them work digitally.

4. TASKS AND DELIVERABLES
The Contractor will be responsible for providing:
- An on-premise SharePoint 2013 Web Accessibility and WCAG 2.0 A and AA compliance audit, and written report with compliance and usability related recommendations;
- Provide an onsite 2-3 three day advanced web accessibility solution workshop to the technical team
- Provide a 4 hour workshop to Digital Workspace Business Analysts and relationship managers to improve our awareness and responsiveness to helping to address accessibility needs related client engagement and business requirements gathering process.
- Engage Persons with Disabilities and EE stakeholders as necessary to understand their needs and concerns with respect to the Digital Workspace and offer strategies and advice to facilitating their transition and support to the Digital Workspace.

5. REPORTING REQUIREMENTS
The Contractor will be required to complete the SharePoint 2013 compliance and usability assessment and submit the written report no later than March 31, 2016.

6. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT
The Contractor will be required to conduct his primary assessment on-site under the supervision of a technical team member, and will not have access to the premise outside of normal working hours. Likewise, all training and debriefing sessions will be contacted on premise at the following location:

Department of Justice
284 Wellington Street
Ottawa, Ontario
K1A 0H8

7. LANGUAGE OF WORK
All deliverables will be provided in English.

8. TRAVEL
The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

9. CONSTRAINTS
The Contractor will be required to:
(i) Remain within the budget allocated under this contract
(ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner:

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition	
Contract	☒	Contrat	
Amendment	☐	Modification	

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande: Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19219	19219	16	0306

Page 1 of / de 1

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: / Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

Destination

RESOURCE MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE DESJARDINS 613-957-6499
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box / Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1921960306

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

RESOURCE MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE DESJARDINS 613-957-6499
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/388/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/388/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
00010	Senior Financial Specialist -	2016.03.03	2016.04.30	19219			13%	1,768.00	15,368.00
00020	Senior Financial Specialist -	2016.03.03	2016.04.30	19219			13%	520.00	4,520.00

Financial Codes / Codage financier — Amount / Montant
0130-20050-15--3750 -4050 — 17,600.00

The currency of this P.O. is - La devise de ce bon est : CAD

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

SAMSON & ASSOCIÉS
85 VICTORIA ST
GATINEAU QC J8X 2A3
CANADA
Phone: 819-772-0044

Vendor No.- No.du Fournisseur	Fax No.- No. de Télécopie
114386	819-595-9094

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un [illegible] res de vente.

Vendor (type or print) / Fournisseur (en lettres moulées)

Date 03/03/16 Telephone [illegible]

☐ Your offer is accepted to the extent specified herein. / Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. / Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. / Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby [illegible] this contract. / Le fournisseur reconnaît par [illegible] connaissance du présent contrat et qu'il l'accepte.

Signature — Title - Titre

State point of manufacture/shipping of goods or where service is to be performed. / Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. / En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds, sont disponibles

PR 1000020306 on file
Signature — Date

Total Estimated Cost / Coût global estimatif: $ 19,888.00

For the Minister - Réservé au Ministre: KPordonick

JUS 9200-11 (07/2006)

000351

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CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.5 The Contractor must comply with the provisions of the:
a) Security Requirements Check List, attached at Annex B;
b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to complete salary forecasting analysis and process review for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.

2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)
The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:
- Pamela Grochot

4. Term of Contract

4.1 Period of the Contract
The period of the Contract is from date of Contract to April 30, 2016 inclusive.

5. Authorities

5.1 Contracting Authority
The Contracting Authority for the Contract is:
Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority
The Project Authority for the Contract is:
Diane Platt
Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4580
Email: Diane.Platt@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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s.19(1)

s.20(1)(c)

5.3 Contractor's Representative

Telephone: 819-772-0044 ext.
Email: @samson.ca

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate
The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource:
Category: Senior Financial Specialist
Firm Per Diem Rate:
Estimated Level of Effort: up to a maximum of days

6.2 Authorized Travel and Living Expenses
Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed $17,600.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75 percent committed, or
b) four (4) months before the contract expiry date, or
c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Multiple Payments
Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b) all such documents have been verified by Canada;
c) the Work delivered has been accepted by Canada.

6.5 Payment by Direct Deposit
Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.
It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General

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Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:
The original and one (1) copy must be forwarded to the following address for certification and payment:
Nadine Desjardins
Administrative Assistant to the Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-6499
Email: Nadine.Desjardins@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity)
(c) Annex A, Statement of Work;
(d) Annex B, Security Requirements Check List
(e) Annex C, Recipient Electronic Payment Registration Request Form;
(f) Supply Arrangement Number E60ZT-120001/388/ZT; and
(g) the Contractor's proposal dated March 1, 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

15. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in

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death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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ANNEX A – STATEMENT OF WORK

1. TITLE
Salary Forecasting Analysis and Process Review

2. BACKGROUND
The SAP Salary Forecasting Tool (SFT) is both a forecasting and expenditure management tool. It is designed as a financial analysis tool (not a Human Resource System) which allows managers to forecast:

1. Planned & Vacant Positions
2. Employee Salaries
3. Employee Allowances (bilingual bonus, etc.)
4. Global Costs (overtime, payment in lieu of leave, etc.)

There are several benefits to using SFT including:

- Planning and managing annual salary costs
- Identifying irregular salary expenditures (overtime, pay in lieu, parental leave allowance, etc.)
- Accessing real time data from a single system
- Improved reporting

It is important to note that there will always be variances in the forecast as a result of timing differences between the period of the forecast and the period that the salary is actually paid to the employee and posted in SAP. However, variances are also created by incomplete or improper data entry.

3. REQUIREMENT
The Contractor's resource will be required to complete a salary forcasts review and update. The Contractor's resource will review and reconcile/compare the SAP SFT data, review all planned staffing actions and work with Financial Management Advisors (FMAs) as needed to make changes/corrections.

The resource will also be required to develop a process and guide for all SFT users. This guide on the business process will ensure that a standardized approach is used across the Department and will complement the IFMS/SFT training (system input). Existing process maps and guides will need to be updated and the Financial Planning and Budgeting Manager and Director or Resource Management Division will need to be briefed on the revised process/guide.

4. TASKS AND DELIVERABLES

Task A:
Review the SAP Salary Forecasting Tool (SFT) data and compile all anomalies in the employee action codes used in all departmental cost centres (for example Leave Without Pay with no end date)

Task B:
Reconcile/compare SFT data (employee, position, global forecasts) including action codes to actual pay files and/or FMA/manager planned staffing records to identify and compile errors/anomalies.

Task C:
Review all planned staffing actions:

- Confirm dates and positions
- Identify if start date is reasonable and achievable
- Analyze all records that appear erroneous
- Follow up with Financial Management Advisors (FMAs) to confirm data in SFT represents fairly the managers' actual and anticipated workforce

Task D:
Consult with FMAs to:

- Confirm their understanding of managers' planned staffing requirements and employment/pay status of current employees.
- As needed, advise/notify them of required changes/corrections

Deliverable Due Date: Task A-D
Salary forecasts review and update must be completed by March 31, 2016

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Task E:
Following the above review (Task A to D), develop a process and a guide for all SFT users which will include:

- How to avoid most common SFT errors and correct them if required
- A checklist (step by step) to guide SFT users when and how to record and correct information in SFT.

Task F:
Review and, as needed, modify existing SFT reference guides and process maps and/or develop a new guide to improve user efficacy, reduce error rates and/or facilitate trouble shooting/correction of common errors.

Task G:
Brief Financial Planning and Budgeting Manager and Director or Resource Management Division on revised process/guide.

Deliverable Due Date: Task E-G
Guide for all SFT users, modification of SFT reference guides and process maps and/or development of new guide, and briefing must be completed by April 30, 2016.

5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Del

BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable: 19294

Requisition No. - Demande: Ord. Off - Bur. deman. 19294 | Yr. - An. 16 | Ser. No - N° de série 0342

Page 1 of / de 2

Destination
DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: / Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1929460342

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

DW-DIR PROJECT SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT:CATHERINE CHARBONNEAU (613-941-
275 SPARKS ST ROOM 11014
OTTAWA ON K1R 7X9
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/802/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/802/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	Senior HR Consultant -	2016.03.09	2016.07.31	19294			13%	247.00	2,147.00
00020	Intermediate HR Consultant	2016.03.09	2016.07.31	19294			13%	224.25	1,949.25
00030	Senior HR Consultant - FY 16-17	2016.03.09	2016.07.31	19294			13%	370.50	3,220.50
00040	Intermediate HR Consultant	2016.03.09	2016.07.31	19294			13%	1,345.50	11,695.50

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur
FAST TRACK STAFFING INC.
202C-1960 SCOTT ST
OTTAWA ON K1Z 8L8
CANADA
Phone: 613-695-9800

Vendor No.- No.du Fournisseur: 143645
Fax No.- No. de Télécopie: 613-482-5000

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
No
V

03/09/16 613-695-9800
Date Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB - - - - - - - - Destination - - - - - - - - - - - -

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles
DR 100002342 on file
Signature Date

Total Estimated Cost
Coût global estimatif
$ 19,012.25

For the Minister - Réservé au Ministre
Melanie B. 2016-03-09

☐ Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby acknowledges this contract
Le fo
X
contract et qu'il l'accepte.

JUS 9200-11 (07/2006)

31

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Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M-J	To - À Y-A M-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limt Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Financial Codes / Codage financier — Amount / Montant 0130-18062-15--3720 -4080 — 16,825.00 The currency of this P.O. is - La devise de ce bon est : CAD								

JUS 9200-11 (07/2008)

Requisition No. - Demande
Ord. Off - Bur. deman. 19294 | Yr. - An. 16 | Ser. No - N° de série 0342

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Resulting Contract Clauses
E60ZT-120001/802/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2

1. The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:

    a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
    b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of four (4) Human Resource Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions
2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of March 9, 2016 to July 31st, 2016.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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s.19(1)

Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais Lefort
Contracting Officer
Department of Justice Canada
Contracting and Materiel Management Division
284 Wellington Street, EMD1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail: Melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Violet Fox
Manager, Financial Application
Information Solutions Branch
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-790-4867
E-mail address: violet.fox@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
202C-1960 Scott Street
Ottawa ON K1Z 8L8
Telephone: 613-695-9800
Email: [redacted]@fasttrackstaffing.com

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s.19(1)

s.20(1)(c)

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of $16,825.00Customs duties are included and Applicable Taxes are extra.

Consultant:
Per Diem Rate: plus taxes

Consultant:
Per Diem Rate: plus taxes

Payment for the work performed shall be made on the following basis:

Senior HR Consultant	
A maximum of days* of effort @	$4,750.00 plus taxes
Intermediate HR Consultant	
A maximum of days* @	$12,075.00 plus taxes
Sub-total	$16,825.00
HST	$2,187.25
TOTAL	$19,012.25

* One day of work is 7.5 hours.

7.2 Limitation of Expenditure

1.Canada's total liability to the Contractor under the Contract must not exceed $16,825.00. Customs duties are included and Applicable Taxes are extra.

2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a.when it is 75 percent committed, or
b.four (4) months before the contract expiry date, or
c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Catherine Charbonneau
Project Support Officer
Information Solutions Branch
275 Sparks Street, SAT – 11074
Ottawa Ontario, K1A 0H8
Telephone: 613863-5383
E-mail: catherine.charbonneau@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance
The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/802/ZT
e. The Contractor's proposal dated February 17, 2016, amended on March 8, 2016

12 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

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(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Annexe A – Statement of Work

1 **TITLE**

HR Services are being requested to provide support to Justice to lead a CS-02 Process with 3 streams.

2 **OBJECTIVE**

This contract is requested to provide support to the contract authority to lead, execute and complete a CS-02 Process. This contract will commence in fiscal year 2015/16 and will be completed in FY 2016/17. Tasks and deliverables are defined below.

3. **BACKGROUND**

Justice Canada requires a CS-02 staffing process to be run to support the Information Solutions Branch. The organization is seeking the professional services of HR consultants on call to manage and execute required HR activities on an 'as and when needed' basis.

4. **SCOPE OF WORK**

The Staffing Process is to be done for an estimation of 100 candidates.

As directed by the Project Authority, the allowing deliverables are expected to be provided with respect to HR requirements and staffing processes:

Step 1: To be done by March 31st, 2016

- Initiate the collective CS-02 process including
  - Ramp up on process (meetings and reading)
  - Create the Statement of Merit Criteria (SoMC)
  - Commence with the material generation
  - Assist HR with the poster. Poster to be completed for CS-02 Advertised process including 3 streams.

Step 2: To be done by July 31st 2016

- All remaining work (tasks) listed below to complete the staffing process for CS-2 positions under 3 streams.

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5. TASK AND DELIVERABLE

5.1 Process Preparation

- Ramp up on process (meetings and reading): Step1
- Participate in meetings and provide necessary status updates: Step 1 and 2
- Create the Statement of Merit Criteria (SoMC): Step 1
- Assist HR with the poster as required: Step 1
- Prepare a master rating guide for the process, including all relevant marking grids Step 2
- Coordinate the approval of all major documents. Step 1 and 2

Note: Justice HR and the technical authority are responsible to sign off on all major documents.

5.2 Material Generation

- Develop test material Step 1 and 2
- Develop Interview Guide Step 1 and 2
- Develop a Reference Check Guide Step 1 and 2
- Develop any other relevant material required for evaluation Step 1 and 2

5.3 Deliverable

- Screen all resumes Step 2
- Coordinate and execute a written exam (to be marked by client) Step 2
- Create a list of candidates for the interview process Step 2
- Gather and collate interview results (interviews conducted by the client) Step 2
- Complete the reference checks Step 2
- Coordinate the collation of results Step 2
- Complete screening informal discussions as requested Step 2

5.4 Documentation

- Documentation of all results provided in a manner acceptable to HR for the completion of the process :Step 1 and 2
- Submit Documentation to Project Authority and HR for final approval Step 1 and 2

5.5 Other HR Support

Other HR Activities as requested by the Project Authority Step 1 and 2

6. REPORTING REQUIREMENTS

The Contractor must prepare a monthly status report in a format acceptable to the Project Leader. This report should include, without being limited to, timesheets showing hours worked on a daily basis, financial reports, progress reports, expected delays and corrective measures.

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s.19(1)
s.20(1)(c)

Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner

,E

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande: Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19219	19219	16	0410

Page 1 of / de 1

Destination
RESOURCE MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE DESJARDINS 613-957-6499
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to: / Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

e to be in Canadian funds and include applicable Canadian customs is excluded from unit prices. GST is extra as applicable to the unit lude packing, packaging and are F.O.B. (including all delivery charges) able; for provincial taxes, see the Supply Arrangement.

le la Couronne, tous les prix seront en monnaie canadienne, les droits La taxe sur les produits et services (TPS) n'est pas comprise dans les : La TPS est comprise dans le coût total estimatif. Les prix comprennent ompris tous les frais de livraison) aux destinations indiquées dans les qui concerne les taxes provinciales, voir l'Arrangement en matière

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1921960410

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

RESOURCE MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE DESJARDINS 613-957-6499
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

and any other person authorized to act on the Minister's behalf.
et toute autre personne désignée pour le remplacer.

ment Serial No. **E60ZT-120001/857/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
pprovisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/857/ZT**

Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
[redacted]	2016.03.17	2016.05.13	19219			13%	702.00	6,102.00
[redacted]	2016.03.17	2016.05.13	19219			13%	2,145.00	18,645.00

Amount / Montant 21,900.00

50 -4050

is P.O. is - La devise de ce bon est : CAD

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Name and title of person authorized to sign on behalf of Vendor (type or print)
[redacted]

Signature

March 16 2016
Date

613-627-2158
Telephone No. - N° de téléphone

Total Estimated Cost / Coût global estimatif
$ 24,747.00

For the Minister - Réservé au Ministre
K Pordonick

☐ Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et

[redacted]

opie

000372

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

PORDONICK, KAYLA
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-9012
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	[ ]	Demande de proposition
Contract	[X]	Contrat
Amendment	[ ]	Modification

Accounting Office Code / Code du bureau comptable	Requisition No. - Demande: Ord. Off - Bur. deman.	Yr. - An.	Ser. No - N° de série
19219	19219	16	0410

Destination

RESOURCE MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE DESJARDINS 613-957-6499
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

Page 1 of de 1

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
PORDONICK, KAYLA
613-946-9012

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doi être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1921960410

Amendment No.-No. de la modification	Previous Value - Valeur précédente
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

RESOURCE MANAGEMENT
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE DESJARDINS 613-957-6499
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/857/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/857/ZT** sont incorporées dans les présentes.

Item / Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Fees /Val. Limit / Taux/Val. limite	GST% / %TPS	GST Total / Total TPS	Total
00010	Snr Financial Specialist -	2016.03.17	2016.05.13	19219			13%	702.00	6,102.00
00020	Snr Financial Specialist -	2016.03.17	2016.05.13	19219			13%	2,145.00	18,645.00

Financial Codes / Codage financier — Amount / Montant

0130-20050-15--3750 -4050 — 21,900.00

The currency of this P.O. is - La devise de ce bon est : CAD

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

THE RIGHT DOOR
300-100 GLOUCESTER ST
OTTAWA ON K2P 0A4
CANADA
Phone: 613-627-2158

Vendor No.- No.du Fournisseur: 143675

Fax No.- No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature | Date | Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB: **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Signature | Date

Total Estimated Cost / Coût global estimatif: $ 24,747.00

For the Minister - Réservé au Ministre: K Pordonick

[ ] Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

[ ] You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.

[ ] Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature | Title - Titre

JUS 9200-11 (07/2006)

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CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.5 The Contractor must comply with the provisions of the:
a) Security Requirements Check List, attached at Annex B;
b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to develop a costing framework and review the departmental reserve template for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.

2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- William Callaghan

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to May 13, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:
Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:
Diane Platt
Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4580
Email: Diane.Platt@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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s.19(1)

s.20(1)(c)

5.3 Contractor's Representative

[redacted]
Telephone: 613-627-2158
Email: [redacted]@therightdoor.ca

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate
The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource: [redacted]
Category: Senior Financial Specialist
Firm Per Diem Rate: [redacted]
Estimated Level of Effort: up to a maximum of [redacted] days

6.2 Authorized Travel and Living Expenses
Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed $21,900.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75 percent committed, or
b) four (4) months before the contract expiry date, or
c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Monthly Payment
Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b) all such documents have been verified by Canada;
c) the Work performed has been accepted by Canada.

6.5 Payment by Direct Deposit
Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein

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under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:
The original and one (1) copy must be forwarded to the following address for certification and payment:
Nadine Desjardins
Administrative Assistant to the Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-6499
Email: Nadine.Desjardins@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;
(b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity)
(c) Annex A, Statement of Work;
(d) Annex B, Security Requirements Check List
(e) Annex C, Recipient Electronic Payment Registration Request Form;
(f) Supply Arrangement Number E60ZT-120001/857/ZT; and
(g) the Contractor's proposal dated March 13, 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and
(b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

15. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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ANNEX A – STATEMENT OF WORK

1. TITLE
Costing Framework and Review of the Departmental Reserve Template

2. OBJECTIVE
The objective of this Contract is to retain the services of a Senior Financial Specialist to develop a costing framework for the Department of Justice Canada and to review the Departmental Reserve template.

3. TASKS

Task A:
Review existing departmental and TBS policies, guidelines and frameworks on costing to develop best practices.

Task B:
Develop a Costing Framework/Guideline for the Department of Justice Canada based on best practices on the following specific topics:

a) Departmental guidelines in costing of salary and FTEs on numerous topics such as transfer of employees/organizations to new projects/initiatives.
b) Departmental guidelines in costing on O&M per FTE.
c) Define scope of Project/Initiative Costing in identifying what is included and excluded.
d) Define life cycle costing of a project/initiative.
e) Clear definition and guidelines between full and incremental costs.

Task C:
Document Department of Justice Canada processes and procedures in the annual development of the Legal Services Rates and its related Hybrid Funding Model.

Task D:
Develop a revised costing template for project funding requests against the departmental reserve.

Task E:
Define viable options and methodologies in the repatriation of a-base resources from client departments to Justice based on OGDs best practices if the Hybrid Funding model is modified.

Task F
Brief Resource Management Division Managers and Director on the revised process/guide.

4. DELIVERABLES
The deliverables are as follows:

1) Costing Framework
2) Revised Costing Templates

Deliverable Due Dates:
Deliverable due dates are to be determined by the Project Authority, but the deliverables must be completed and approved by the Project Authority no later than May 15, 2016.

5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT
The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Department of Justice Canada documents and sensitive information.

6. LANGUAGE OF WORK
The Contractor's resource must provide services and all deliverables in English.

7. TRAVEL
The Contractor will be responsible for their own travel and expenses in order to work onsite at the Department of Justice in order to fulfill the terms of the Contract.

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s.19(1)
s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

BEAUVAIS-LEFORT, M.
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this;
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal	☐	Demande de proposition
Contract	☒	Contrat
Amendment	☐	Modification

Accounting Office Code / Code du bureau comptable: 19285

Requisition No. - Demande: Ord. Off - Bur. deman.: 19285 Yr. - An.: 16 Ser. No - N° de série: 0428

Destination
WORKPLACE BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: DIANE LATREILLE (613) 952-6551
350 ALBERT ST ROOM 350
OTTAWA ON K1A 0H8
CANADA

Page 1 of / de 1

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. / Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:
Adresser toutes demandes de rens. à :
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement.

1928560428

Amendment No.-No. de la modification

Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim.

Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoyer l'original et deux copies à :

WORKPLACE BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: DIANE LATREILLE (613) 952-6551
350 ALBERT ST ROOM 350
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/462/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/462/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taxe/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	Mental Health Initiative	2016.03.30	2016.06.30	19285			13%	290.55	2,525.55
00020	Mental Health Initiative	2016.03.30	2016.06.30	19285			13%	2,179.45	18,944.45

Financial Codes / Codage financier: 0130-18045-15--3750 -4060 — Amount / Montant: 19,000.00

The currency of this P.O. is - La devise de ce bon est : CAD

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur

QMR STAFFING SOLUTIONS
906-75 ALBERT ST
OTTAWA ON K1P 5E7
CANADA
Phone: 613-234-4972

Vendor No.- No.du Fournisseur: 128321

Fax No.- No. de Télécopie:

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)

Date: Mar 30/16 Telephone No. - N° de téléphone: 613-234-4972

☐ extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

☐ as indic... supply ... Nous v... s de ... fournir ... lisé ... dans le...

☐ Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB — **Destination**

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Signature: PP 10000 20428 on file Date

Total Estimated Cost / Coût global estimatif: $ 21,470.00

For the Minister - Réservé au Ministre: Mélanie B. 2016-03-30

The Vendor hereby accepts/acknowledges this contract. ... u présent contrat et en ... l'accepte

JUS 9200-11 (07/2006)

000381

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Resulting Contract Clauses
E60ZT-120001/462/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2

1. The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:

    a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
    b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions
2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of March 30th, 2016 to June 30th, 2016.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais Lefort
Contracting Officer
Department of Justice Canada
Contracting and Materiel Management Division
284 Wellington Street, EMD1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail: Melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Bruno Theriault
Director General, Workplace Branch
Department of Justice Canada
350 Albert Street, Suite 300
Ottawa Ontario, K1A 0H8
Telephone: 613-941-2818
E-mail address: bruno.theriault@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
75 Albert Street, Suite 906
Ottawa ON K1P 5E7
Telephone: 613-234-4972 ext. [redacted]
Email: bidresponse@qmrconsulting.com

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7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of $19,000.00. Customs duties are included and Applicable Taxes are extra.

Consultant:
Per Diem Rate: plus taxes

Payment for the work performed shall be made on the following basis:

Peter Hadwen – Senior Business Analyst Consultant	
A maximum of days of effort @	$19,000.00 plus taxes
HST	$2,470.00
TOTAL	$21,470.00

7.2 Limitation of Expenditure

1.Canada's total liability to the Contractor under the Contract must not exceed $19,000.00. Customs duties are included and Applicable Taxes are extra.

2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a.when it is 75 percent committed, or
b.four (4) months before the contract expiry date, or
c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Diane Latreille
Admnistrative Officer
Workplace Branch
350 Albert Street, Suite 300
Ottawa Ontario, K1A 0H8
Telephone: 613-952-6551
E-mail: diane.latreille@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/462/ZT
e. The Contractor's proposal dated March 9, 2016

12 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

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(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Annexe A – Statement of Work

1 TITLE

Mental Health Departmental Action Plan

2 OBJECTIVE

The objective of this contract is to support and deliver some important components of the recent departmental action plan on Mental Health. This work will help the Department of Justice to implement its mental health strategy for the organization.

3. REQUIREMENT DESCRIPTION

The Department of Justice has recently developed a draft action plan to support psychological health in the organization. The services required by the consulting firm will be to develop and deliver some components of the action plan. The focus of this work will be on developing a framework for plan and performance, establishing the basis for monitoring performance against plan, and ensuring effective governance is in place to enable progress against plan. The deliverables will leverage best practices in other government departments, and also build on the work already accomplished by Justice Canada. See Section 6.2 and 6.3 for details

4. SCOPE OF WORK

4.1 Tasks / Detailed Services

1- **Project Kick-off** (review of proposal workplan, preparation of questions and comments)

Due date; March 31st, 2016

2- **Discovery (Initial Content)**

a. Request and review of relevant documents. This will include Justice Canada program documents, but also documents from other government departments with similar psychological health in the workplace programs (e.g., ESDC, and also the consultative results of TBS).

b. Development of an outline/framework documents to create a visual and content understanding of "What is being built" for the final deliverable (e.g. structure, text, graphics, and tables suitable for the final deliverables (word document and power point)

c. Discussion and confirmation of the key structure and proposed content for all key deliverables. For example, this will include confirming the logic model and performance measurement framework. It will also include a roughed out version of the Terms of Reference for the governance committee.

Due date: Second week of April, 2016

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3- Establish Draft Content of key Deliverables to make Ready for Stakeholder Forum

a. Conduct interviews with Champion and selected stakeholders regarding SWOT of current psychologic health at Justice, vision (end state), priority activities, governance requirements, desired outcomes

b. Conduct working sessions/meetings with Workplace Branch officials to put content around the following structures to make them ready for the One-Day forum of stakeholders:

i. Framework

ii. Governance (committee)

iii. Performance measurement

iv. Agenda and facilitation approach for forum

c. Prepare and submit drafts to the client, and review and finalize as drafts for use in the one-day forum

Due date: end of April, 2016

4- Conduct One-Day Forum of Stakeholders

a. Develop and refine agenda and facilitation approach

b. Facilitate the session in both official languages – with reference to the documents/structures prepared in task 3. The goal of the session is to present the proposed framework, obtain support for its contents, and facilitate agreement on a list of priority actions phased over a multi-year time period. Time permitting the forum should also review the draft Terms of Reference for the Committee, and the draft performance indicators.

c. Prepare a short report on the session, which will include content and recommendations about the framework.

Due date: Second week of May, 2016

5- Prepare Final Deliverables

a. Revisions to the Terms of Reference will be prepared for final review by the Champion.

b. Completion of a report on AS IS and TO BE organization structure.

Due date: End of May, 2016

4.2 Deliverables and Acceptance Criteria

The Consulting firm will be responsible to deliver the following results:

1) Mental Health Framework:

Develop a Mental Health Framework that will set out the vision, desired outcomes, pillars of activities and the expected outputs and short-term outcomes. This will set the basis for an integrated plan of priority activities phased-out over the next three years to achieve

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measurable outcomes. The framework will be in a placemat format with supporting description.

2) Stakeholders Forum:

Organize and facilitate a one-day forum with stakeholders to discuss the current organizational approach on psychological health. The key output of the forum will be a list of priority actions phased out over a multi-year roadmap.

3) Mental Health Departmental Committee:

Develop Terms of Reference, membership and governance relating to the proposed action to establish a departmental committee to provide guidance and direction on the management of psychological health lead by the Mental Health Champion.

4) Performance Measurement Plan :

Identify key performance indicators to monitor the status of psychological health and assess progress. These indicators will align with the framework, and follow SMART principles. They will be leading and lagging indicators to serve as the basis for continuous improvement of services